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4 Attorney for Debtors,
5
6

7 UNITED STATES BANKRUPTCY COURT
8 DISTRICT OF NEVADA

9 In re
10 ABDEL ASSAHOURI and
MONA A. ASSAHOURI,
11 Debtors.
12

Case No: BKS-11-18679-BAM
Chapter 13
Trustee: Kathleen A. Leavitt

**DEBTORS' MOTION FOR AN ORDER TO
COMPEL ABANDONMENT OF REAL
PROPERTY PURSUANT TO 11 U.S.C.
§544**

Hearing Date: May 31, 2012
Hearing Time: 2:30 p.m.

15 COMES NOW, ABDEL ASSAHOURI and MONA A. ASSAHOURI, (hereinafter
16 referred to as "Debtors"), by and through their counsel of record, Jeffrey S. Posin, Esq.
17 and hereby files their Motion for an Order to Compel Abandonment of Real property
18 Pursuant to 11 U.S.S. §554.

19 Debtors, through undersigned counsel, are seeking an Order to Compel
20 Abandonment Real Property located at 9816 Almenia Street, Las Vegas, Nevada 89178
21 (hereinafter referred to as "Property"), so that a "short sale" can be effectuated.

22 **LEGAL ARGUMENT**

23 **§554 Abandonment of property of the estate.**

- 24 b. On request of a party in interest and after notice and a hearing, the court
25 may order the trustee to abandon any property of the estate that is
26 burdensome to the estate or that is of inconsequential value and benefit to
the estate.

27 In the case-at-bar, the Property is being sold for less than is owed. Schedule D of
28 Debtors' Petition evidences that Debtors owe approximately \$320,250.00 (First

1 Mortgage) to Indymac Bank. Attached hereto as Exhibit "1" is a true and correct copy of
2 the Residential Purchase Agreement that was issued by Keller Williams Realty on or
3 about March 13, 2012. According to this Agreement, the Purchasers have agreed to
4 purchase the Property for \$240,000.00. Debtors will not be receiving any proceeds from
5 this sale.

6 Therefore, Debtors are requesting abandonment of the Property as it literally has
7 no value. Thus, under 11 U.S.C. §554(b), abandonment is proper as this Property "is of
8 inconsequential value and benefit to estate".

9 **WHEREFORE, DEBTORS** pray for relief as follows:

- 10 1. For an Order to Compel Abandonment Real Property located at 9816 Almenia
11 Street, Las Vegas, Nevada 89178.

12 Dated this 17th day of April, 2012.

13 JEFFREY S. POSIN AND ASSOCIATES

14 /s/ Jeffrey S. Posin, Esq.
15 JEFFREY S. POSIN, ESQ.
16 Nevada Bar No.: 6457
17 Post Office Box 531468
18 Henderson, NV 89053-1468
19 Attorney for Debtors
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EXHIBIT “1”



RESIDENTIAL PURCHASE AGREEMENT

(Joint Borrow Instructions and Earnest Money Receipt)

Date: 2/28/12

CHRISTOPHER BURNS

("Buyer"), hereby offers to purchase

9816 ALMENIA ST.

("Property").

within the city or unincorporated area of LAS VEGAS

County of CLARK

State of Nevada, Zip 89178

A.P.N. # 178-28-116-069

for the purchase price of \$ 240,000.

(TWO HUNDRED FORTY THOUSAND

dollars) ("Purchase Price") on the terms

and conditions contained herein:

BUYER ☒ does -OR- ☐ does not intend to occupy the Property as a residence.

Buyer's Offer

1. FINANCIAL TERMS & CONDITIONS:

\$ 2000.00 A. EARNEST MONEY DEPOSIT ("EMD") is ☒ presented with this offer -OR- ☐

(NOTE: It is a felony in the State of Nevada punishable by up to five years in prison and a \$5,000 fine to write a check for which there are insufficient funds. NRS 193.130(2)(d).)

\$ 0

B. ADDITIONAL DEPOSIT to be placed in escrow on or before (date) _____ The additional deposit ☐ will -OR- ☐ will not be considered part of the EMD. (Any conditions on the additional deposit should be set forth in Section 28 hereof.)

\$ 231,800.00

C. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING FOR A NEW LOAN ON THE FOLLOWING TERMS AND CONDITIONS:

☐ Conventional, ☒ FHA, ☐ VA, ☐ Other (specify) _____

Interest: ☒ Fixed rate, 30 years -OR- ☐ Adjustable Rate, _____ years. Initial rate of interest not to exceed 4.5% . Initial monthly payment not to exceed \$ 1,174.22 , not including taxes, insurance and/or PMI or MIP.

\$ 0

D. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING TO ASSUME THE FOLLOWING EXISTING LOAN(S):

☐ Conventional, ☐ FHA, ☐ VA, ☐ Other (specify) _____

Interest: ☐ Fixed rate, _____ years -OR- ☐ Adjustable Rate, _____ years. Initial rate of interest not to exceed _____ % . Monthly payment not to exceed \$ _____ , not including taxes, insurance and/or PMI or MIP.

\$ 0

E. BUYER TO EXECUTE A PROMISSORY NOTE SECURED BY DEED OF TRUST PER TERMS IN "FINANCING ADDENDUM."

\$ 6400.00

F. BALANCE OF PURCHASE PRICE (Balance of Down Payment) in Good Funds to be paid prior to Close of Escrow ("COE").

\$ 240,000.00

G. TOTAL PURCHASE PRICE (This price DOES NOT include closing costs, prorations, or other fees and costs associated with the purchase of the Property as defined herein.)

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: CHRISTOPHER BURNS

BUYER(S) INITIALS: CB

Property Address: 9816 ALMENIA ST.

SELLER(S) INITIALS: [Signature]

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1 2. **ADDITIONAL FINANCIAL TERMS & CONTINGENCIES:**

2 **A. NEW LOAN APPLICATION:** Within 3 business days of Acceptance, Buyer agrees to (1) submit a
 3 completed loan application to a lender of Buyer's choice; (2) authorize ordering of the appraisal (per lender's requirements);
 4 and (3) furnish a preapproval letter to Seller based upon a standard factual credit report and review of debt to income ratios. If
 5 Buyer fails to complete any of these conditions within the applicable time frame, Seller reserves the right to terminate this
 6 Agreement. In such event, both parties agree to cancel the escrow and return BMD to Buyer. Buyer

7 ☒ does -OR- ☐ does not

8 authorize lender to provide loan status updates to Seller's and Buyer's Brokers, as well as Escrow Officer. Buyer agrees to use
 9 Buyer's best efforts to obtain financing under the terms and conditions outlined in this Agreement.

10 **B. CASH PURCHASE:** Within 0 business days of Acceptance, Buyer agrees to provide written evidence
 11 from a bona fide financial institution of sufficient cash available to complete this purchase. If Buyer does not submit the
 12 written evidence within the above period, Seller reserves the right to terminate this Agreement.

13 **C. APPRAISAL:** If an appraisal is required as part of this agreement, or requested by Buyer, and if the
 14 appraisal is less than the Purchase Price, the transaction will go forward if (1) Buyer, at Buyer's option, elects to pay the
 15 difference and purchase the Property for the Purchase Price, or (2) Seller, at Seller's option, elects to adjust the Purchase Price
 16 accordingly, such that the Purchase Price is equal to the appraisal. If neither option (1) or (2) is elected, then Parties may
 17 renegotiate; if renegotiation is unsuccessful, then either Party may cancel this Agreement upon written notice, in which event
 18 the BMD shall be returned to Buyer.

21 3. **SALE OF OTHER PROPERTY:**

22 This Agreement

23 ☒ is not -OR-

24 ☐ is contingent upon the sale (and closing) of another property which address is _____

25 Said Property

26 ☐ is currently listed

27 ☐ is not -OR- ☐ is

28 presently in escrow with _____

29 Escrow Number: _____ Proposed Closing Date: _____

30 When Buyer has accepted an offer on the sale of this other property, Buyer will promptly deliver a written notice of the sale to
 31 Seller. If Buyer's escrow on this other property is terminated, abandoned, or does not close on time, this Agreement will
 32 terminate without further notice unless the parties agree otherwise in writing. If Seller accepts a bona fide written offer from a
 33 third party prior to Buyer's delivery of notice of acceptance of an offer on the sale of Buyer's property, Seller shall give Buyer
 34 written notice of that fact. Within three (3) days of receipt of the notice, Buyer will waive the contingency of the sale and
 35 closing of Buyer's other property, or this Agreement will terminate without further notice. In order to be effective, the waiver
 36 of contingency must be accompanied by reasonable evidence that funds needed to close escrow will be available and Buyer's
 37 ability to obtain financing is not contingent upon the sale and/or close of any other property.

38 **4. FIXTURES AND PERSONAL PROPERTY:** The following items will be transferred, free of liens, with the sale of
 39 the Property with no real value unless stated otherwise herein. Unless an item is covered under Section 7(B) of this Agreement,
 40 all items are transferred in an "AS IS" condition.

41 **A. All EXISTING** fixtures and fittings including, but not limited to: electrical, mechanical, lighting, plumbing
 42 and heating fixtures, ceiling fan(s), fireplace insert(s), gas logs and grates, solar power system(s), built-in appliance(s),
 43 window and door screens, awnings, shutters, window coverings, attached floor covering(s), television antenna(s),
 44 satellite dish(s), private integrated telephone systems, air coolers/conditioner(s), pool/spa equipment, garage door
 45 opener(s)/remote control(s), mailbox, in-ground landscaping, trees/shrub(s), water softener(s), water purifiers, security
 46 systems/alarm(s);

47 **B. The following additional items of personal property:** AS PER MLS #1230346

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a
 particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: CHRISTOPHER BURNS

BUYER(S) INITIALS: CB

Property Address: 9816 ALMENIA ST.

SELLER(S) INITIALS: [Signature]

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1 **5. ESCROW:**

2 **A. OPENING OF ESCROW:** The purchase of the Property shall be consummated through Escrow
 3 ("Escrow"). Opening of Escrow shall take place by the end of one (1) business day after execution of this Agreement
 4 ("Opening of Escrow"), at COOPER CASTLE title or escrow company ("Escrow Company") or
 5 "ESCROW HOLDER" with DEWISE WAUGH ("Escrow Officer") (or such other escrow officer as
 6 Escrow Company may assign). Opening of Escrow shall occur upon Escrow Company's receipt of this fully executed
 7 Agreement and receipt of the EMD (if applicable). ESCROW HOLDER is instructed to notify the Parties (through their
 8 respective Brokers) of the opening date and the Escrow Number.

9
 10 **B. EARNST MONEY:** Upon Acceptance, Buyer's EMD as shown in Section 1(A), and 1(B) if applicable, of
 11 this Agreement, shall be deposited per the Earnest Money Receipt Notice and Instructions contained herein.

12 **C. CLOSE OF ESCROW:** Close of Escrow ("COE") shall be on (date) 30 DAYS UPON BANK ACCEPTANCE.
 13 If the designated date falls on a weekend or holiday, COE shall be the next business day.

14
 15 **D. IRS DISCLOSURE:** Seller is hereby made aware that there is a regulation which became effective January
 16 1, 1987, that requires all ESCROW HOLDERS to complete a modified 1099 form, based upon specific information known
 17 only between parties in this transaction and the ESCROW HOLDER. Seller is also made aware that ESCROW HOLDER is
 18 required by federal law to provide this information to the Internal Revenue Service after COE in the manner prescribed by
 19 federal law.

20
 21 **E. FIRPTA:** If applicable (as designated in the Seller's Response herein), Seller agrees to complete, sign, and
 22 deliver to ESCROW HOLDER a certificate indicating whether Seller is a foreign person or a nonresident alien pursuant to the
 23 Foreign Investment in Real Property Tax Act (FIRPTA). A foreign person is a nonresident alien individual; a foreign
 24 corporation not treated as a domestic corporation; or a foreign partnership, trust or estate. A resident alien is not considered a
 25 foreign person under FIRPTA. Additional information for determining status may be found at www.irs.gov. Buyer and Seller
 26 understand that if Seller is a foreign person then the Buyer must withhold a tax in an amount to be determined by ESCROW
 27 HOLDER in accordance with FIRPTA, unless an exemption applies. Seller agrees to sign and deliver to the ESCROW
 28 HOLDER the necessary documents, to be provided by the ESCROW HOLDER, to determine if withholding is required. (See
 29 26 USC Section 1445).

30
 31 **6. TITLE INSURANCE:** Upon COE, Buyer will be provided with the following type of title insurance policy:
 32 ☐ CLTA, ☐ ALTA-Residential, OR ☐ ALTA-Extended (including a survey, if required).

33 **7. PRORATIONS, FEES AND EXPENSES (Check appropriate box):**34 **A. TITLE AND ESCROW FEES:**

| 35 TYPE | PAID BY SELLER | PAID BY BUYER | 50/50 | N/A |
|-------------------------------|--------------------------|--------------------------|-------------------------------------|--------------------------|
| 36 Escrow Fees | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 37 Lender's Title Policy | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 38 Owner's Title Policy | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 39 Real Property Transfer Tax | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 40 Other: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

41 **B. PRORATIONS:**

| 42 TYPE | PAID BY SELLER | PRORATE | N/A |
|--|--------------------------|--------------------------|--------------------------|
| 43 CIO (Common Interest Community) Assessments | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 44 CIO Periodic Fees | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 45 SIDs / LIDs / Bonds / Assessments | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 46 Sewer Use Fees | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 47 Trash Service Fees | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 48 Real Property Taxes | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 49 Other: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

50 All prorations will be based on a 30-day month and will be calculated as of COE. Prorations will be based upon figures
 51 available at closing. Any supplemental or adjustments that occur after COE will be handled by the parties outside of Escrow.

52 Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a
 53 particular paragraph is otherwise modified by addendum or counteroffer.

54 Buyer's Name: CHRISTOPHER BURNS

BUYER(S) INITIALS: CB

Property Address: 9816 ALMENIA ST.

SELLER(S) INITIALS: gjb

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C. INSPECTIONS AND RELATED EXPENSES (See also Section 12): Acceptance of this offer is subject to the following reserved right. Buyer may have the Property inspected and select the licensed contractors, certified building inspectors and/or other qualified professionals who will inspect the Property. Seller will ensure that necessary utilities (gas, power and water) are turned on and supplied to the Property within two (2) business days after execution of this Agreement, to remain on until COE. It is strongly recommended that Buyer retain licensed Nevada professionals to conduct inspections.)

| TYPE | PAID BY SELLER | PAID BY BUYER | 50/50 | WAIVED | N/A |
|--|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Appraisal | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| CIC Capital Contribution | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| CIC Transfer Fees | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| CMAA Report ordered by Seller | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Energy Audit | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Fungal Contaminant Inspection | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Home Inspection | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Mechanical Inspection | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Oil Tank Inspection | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Pool/Spa Inspection | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Roof Inspection | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Septic Inspection (requires pumping) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Septic Lid Removal | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Septic Pumping | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Soils Inspection | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Structural Inspection | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Survey (type) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Termite/Pest Inspection | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Well Inspection (Quantity) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Well Inspection (Quality) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Wood-Burning Device/Chimney Inspection (includes cleaning) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Other | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Re-Inspections | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

If any inspection is not completed and requested repairs are not delivered to Seller within the Due Diligence Period, Buyer is deemed to have waived the right to that inspection and Seller's liability for the cost of all repairs that inspection would have reasonably identified had it been conducted, except as otherwise provided by law. The foregoing expenses for inspections will be paid outside of Escrow unless the Parties present instructions to the contrary prior to COE (along with the applicable invoice).

D. CERTIFICATIONS: Notwithstanding the elections below, in the event an inspection reveals problems with any of the foregoing, Buyer reserves the right to require a certification.

| TYPE | PAID BY SELLER | PAID BY BUYER | 50/50 | WAIVED |
|---|--------------------------|--------------------------|--------------------------|--------------------------|
| Fungal Contaminant | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Roof | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Septic | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Well | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Wood-Burning Device/Chimney Certification | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Other | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

The foregoing expenses for certifications will be paid outside of Escrow unless the Parties present instructions to the contrary prior to COE (along with the applicable invoice). A certification is not a warranty.

E. SELLER'S ADDITIONAL COSTS AND LIMIT OF LIABILITY: Seller agrees to pay a maximum amount of \$ 0 to correct defects and/or requirements disclosed by inspection reports, appraisal, and/or certifications. It is Buyer's responsibility to inspect the Property sufficiently as to satisfy Buyer's use. Buyer reserves the right to request additional repairs, which may exceed the above-stated amount, based upon the Seller's Real Property

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: CHRISTOPHER BURNS

BUYER(S) INITIALS: CB

Property Address: 8810 ALMENIA ST.

SELLER(S) INITIALS: [Signature]

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1 Disclosure of items which materially affect value or use of the Property revealed by an inspection, certification or appraisal.
 2 Items of a general maintenance or cosmetic nature which do not materially affect value or use of the Property, which existed at
 3 the time of Acceptance and which are not expressly addressed in this Agreement are deemed accepted by the Buyer, except as
 4 otherwise provided in this section. The Brokers herein have no responsibility to assist in the payment of any repair, correction
 5 or deferred maintenance on the Property which may have been revealed by the above inspections, agreed upon by the Buyer
 6 and Seller or requested by one party.

7
 8 **F. LENDER AND CLOSING FEES:** In addition to Seller's expenses above, Seller will contribute
 9 \$ 7200 to Buyer's Lender's Fees and/or Buyer's Title and Escrow Fees ☒ including -OR- ☐ excluding
 10 costs which Seller must pay pursuant to loan program requirements. Different loan types (e.g., FHA, VA, conventional) have
 11 different appraisal and financing requirements, which will affect the parties' rights and costs under this Agreement.

12
 13 **G. HOME PROTECTION PLAN:** Buyer and Seller acknowledge that they have been made aware of Home
 14 Protection Plans that provide coverage to Buyer after COE. Buyer ☒ waives -OR- ☐ requires a Home Protection Plan with
 15 N/A. ☐ Seller -OR- ☒ Buyer will pay for the Home Protection
 16 Plan at a price not to exceed \$ 0. Buyer will order the Home Protection Plan. Neither Seller nor Brokers make
 17 any representation as to the extent of coverage or deductibles of such plans. ESCROW HOLDER is not responsible for
 18 ordering the Home Protection Plan.

19
 20 **H. TRANSFER OF TITLE:** Upon COE, Buyer shall tender to Seller the agreed upon Purchase Price, and Seller shall
 21 tender to Buyer marketable title to the Property free of all encumbrances other than (1) current real property taxes,
 22 (2) covenants, conditions and restrictions (CC&R's) and related restrictions, (3) zoning or master plan restrictions and public
 23 utility easements; and (4) obligations assumed and encumbrances accepted by Buyer prior to COE. Buyer is advised this
 24 Property may be reassessed after COE which may result in a real property tax increase or decrease.

25
 26 **I. COMMON-INTEREST COMMUNITIES:** If the Property is subject to a Common Interest Community ("CIC"),
 27 Seller or his authorized agent shall request the CIC documents and certificate listed in NRS 116.4109 (collectively, the "resale
 28 package") within two (2) business days of Acceptance and provide the same to Buyer within one (1) business day of Seller's
 29 receipt thereof. Buyer may cancel this Agreement without penalty until midnight of the fifth (5th) calendar day following the
 30 date of receipt of the resale package. If Buyer does not receive the resale package within fifteen (15) calendar days of
 31 Acceptance, this Agreement may be cancelled in full by Buyer without penalty. If Buyer elects to cancel this Agreement
 32 pursuant to this section, he must deliver, via hand delivery or prepaid U.S. mail, a written notice of cancellation to Seller or his
 33 authorized agent identified in the Confirmation of Representation at the end of this Agreement. Upon such written cancellation,
 34 Buyer shall promptly receive a refund of the RMD. The parties agree to execute any documents requested by ESCROW
 35 HOLDER to facilitate the refund. If written cancellation is not received within the specified time period, the resale package
 36 will be deemed approved. Seller shall pay all outstanding CIC fines or penalties at COE.

37
 38 **J. DISCLOSURES:** Within five (5) calendar days of Acceptance of this Agreement, Seller will provide the
 39 following Disclosures and/or documents (each of which is incorporated herein by this reference). Check applicable boxes.

- 40 ☐ Construction Defect Claims Disclosure, if Seller has marked "Yes" to Paragraph 1(d) of the
 41 Seller Real Property Disclosure Form (NRS 40.688)
 42 ☐ Fungal (Mold) Notice Form (not required by Nevada law)
 43 ☐ Lead-Based Paint Disclosure and Acknowledgment, required if constructed before 1978 (24 CFR 745.113)
 44 ☐ Pest Notice Form (not required by Nevada law)
 45 ☐ Promissory Note and the most recent monthly statement of all loans to be assumed by Buyer
 46 ☐ Open Range Disclosure (NRS 113.065)
 47 ☒ Seller Real Property Disclosure Form (NRS 113.130)
 48 ☒ Other (list) SHORT SALE ADDENDUM

49
 50
 51 Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a
 particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: CHRISTOPHER BURNS

BUYER(S) INITIALS: CB

Property Address: 9916 ALMENIA ST.

SELLER(S) INITIALS: W

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11. ADDITIONAL DISCLOSURES:

A. LICENSEE DISCLOSURE OF INTEREST (BUYER): Pursuant to NRS 645.252(1)(c), a real estate licensee must disclose if he/she is a principal in a transaction or has an interest in a principal to the transaction. N/A is a licensed real estate agent in the State(s) of N/A, and has the following interest, direct or indirect, in this transaction: ☐ Principal (Buyer) -OR- ☐ family or firm relationship with Buyer or ownership interest in Buyer (If Buyer is an entity): (specify relationship) N/A

B. In addition, for NEW CONSTRUCTION, to the extent applicable, Seller will provide: Public Offering Statement (NRS 116.4108); Electric Transmission Lines (NRS 119.1835); Public Services and Utilities (NRS 119.183); Initial Purchaser Disclosure (NRS 113); Construction Recovery Fund (NRS 634); Gaming Corridors (NRS 113.070); Water/Sewage (NRS 113.060); Impact Fees (NRS 278B.320); Surrounding Zoning Disclosure (NRS 113.075); FTC Insulation Disclosure (16 CFR 460.16); and Other: N/A

C. AIRPORT NOISE: Buyer hereby acknowledges the proximity of various overflight patterns, airports (municipal, international, military and/or private) and heliports. Buyer also fully understands that existing and future noise levels at this location, associated with existing and future airport operations, may affect the livability, value and suitability of the Property for residential use. Buyer also understands that these airports have been at their present location for many years, and that future demand and airport operations may increase significantly. For further information, contact your local department of aviation or the Federal Aviation Administration.

D. FEDERAL FAIR HOUSING COMPLIANCE AND DISCLOSURES: All properties are offered without regard to race, color, religion, sex, national origin, ancestry, handicap or marital status and any other current requirements of federal or state fair housing law.

12. BUYER'S DUE DILIGENCE:

A. DUE DILIGENCE PERIOD: Buyer shall have 10 calendar days from Acceptance to complete Buyer's Due Diligence. Buyer shall ensure that all inspections and certifications are initiated in a timely manner as to complete the Due Diligence in the time outlined herein. (If utilities are not supplied by the deadline referenced herein or if the disclosures are not delivered to Buyer by the deadline referenced herein, then Buyer's Due Diligence Period will be extended by the same number of calendar days that Seller delayed supplying the utilities or delivering the disclosures, whichever is longer.) During this period Buyer shall have the exclusive right at Buyer's discretion to cancel this Agreement. In the event of such cancellation, unless otherwise agreed herein, the EMD will be refunded to Buyer. If Buyer provides Seller with notice of objections, the Due Diligence Period will be extended by the same number of calendar days that it takes Seller to respond in writing to Buyer's objections. If Buyer fails to cancel this Agreement within the Due Diligence Period (as it may be extended), Buyer will be deemed to have waived the right to cancel under this section.

D. PROPERTY INSPECTION/CONDITION: During the Due Diligence Period, Buyer shall take such action as Buyer deems necessary to determine whether the Property is satisfactory to Buyer including, but not limited to, whether the Property is insurable to Buyer's satisfaction, whether there are unsatisfactory conditions surrounding or otherwise affecting the Property (such as location of flood zones, airport noise, noxious fumes or odors, environmental substances or hazards, whether the Property is properly zoned, locality to freeways, railroads, places of worship, schools, etc.) or any other concerns Buyer may have related to the Property. During such Period, Buyer shall have the right to have non-destructive inspections of all structural, roofing, mechanical, electrical, plumbing, heating/air conditioning, water/well/septic, pools, survey, square footage, and any other property or systems, through licensed and bonded contractors or other qualified professionals. Seller agrees to provide reasonable access to the Property to Buyer and Buyer's inspectors. Buyer agrees to indemnify and hold Seller harmless with respect to any injuries suffered by Buyer or third parties present at Buyer's request while on Seller's Property conducting such inspections, tests or walk-throughs. Buyer's indemnity shall not apply to any injuries suffered by Buyer or third parties present at Buyer's request that are the result of an intentional tort, gross negligence or any misconduct or omission by Seller, Seller's Agent or other third parties on the Property. Buyer is advised to consult with appropriate professionals regarding neighborhood or Property conditions, including but not limited to schools; proximity and adequacy of law enforcement; proximity to commercial, industrial, or agricultural activities; crime statistics; fire protection; other governmental services; existing and proposed transportation; construction and development; noise or odor from any sources; and other nuisances, hazards or circumstances. If Buyer cancels this Agreement due to a specific inspection report, Buyer shall provide Seller at the time of cancellation with a copy of the report containing the name, address, and telephone number of the inspector.

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: CHRISTOPHER BURNS

BUYER(S) INITIALS: CB

Property Address: 9816 ALMENIA ST.

SELLER(S) INITIALS: [Signature]

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1 **C. PRELIMINARY TITLE REPORT:** Within ten (10) business days of Opening of Escrow, Title Company
 2 shall provide Buyer with a Preliminary Title Report ("PTR") to review, which must be approved or rejected within five (5)
 3 business days of receipt thereof. If Buyer does not object to the PTR within the period specified above, the PTR shall be
 4 deemed accepted. If Buyer makes an objection to any item(s) contained within the PTR, Seller shall have five (5) business
 5 days after receipt of objections to correct or address the objections. If, within the time specified, Seller fails to have each such
 6 exception removed or to correct each such other matter as aforesaid, Buyer shall have the option to: (a) terminate this
 7 Agreement by providing notice to Seller and Escrow Officer, entitling Buyer to a refund of the EMD or (b) elect to accept title
 8 to the Property as is. All title exceptions approved or deemed accepted are hereafter collectively referred to as the "Permitted
 9 Exceptions."

10
 11 **13. WALK-THROUGH INSPECTION OF PROPERTY:** Buyer is entitled under this Agreement to a walk-through of
 12 the Property within 2 calendar days prior to COB to ensure the Property and all major systems, appliances,
 13 heating/cooling, plumbing and electrical systems and mechanical fixtures are as stated in Seller's Real Property Disclosure
 14 Statement, and that the Property and improvements are in the same general condition as when this Agreement was signed by
 15 Seller and Buyer. To facilitate Buyer's walk-through, Seller is responsible for keeping all necessary utilities on. If any
 16 systems cannot be checked by Buyer on walk-through due to non-access or no power/gas/water, then Buyer reserves the right
 17 to hold Seller responsible for defects which could not be detected on walk-through because of lack of such access or
 18 power/gas/water. The purpose of the walk-through is to confirm (a) the Property is being maintained (b) repairs, if any, have
 19 been completed as agreed, and (c) Seller has complied with Seller's other obligations. If Buyer elects not to conduct a walk-
 20 through inspection prior to COB, then all systems, items and aspects of the Property are deemed satisfactory, and Buyer
 21 releases Seller's liability for costs of any repair that would have reasonably been identified by a walk-through inspection,
 22 except as otherwise provided by law.

23
 24 **14. DELIVERY OF POSSESSION:** Seller shall deliver the Property along with any keys, alarm codes, garage door
 25 opener/controls and, if freely transferable, parking permits and gate transponders outside of Escrow, upon COB. Seller agrees
 26 to vacate the Property and leave the Property in a neat and orderly, broom-clean condition and tender possession no later than
 27 **COB-OR-☒** . In the event Seller does not vacate the Property by this time, Seller shall be
 28 considered a trespasser and shall be liable to Buyer for the sum of \$ 0 per calendar day in addition to
 29 Buyer's legal and equitable remedies. Any personal property left on the Property after the date indicated in this section shall be
 30 considered abandoned by Seller.

31
 32 **15. RISK OF LOSS:** Risk of loss shall be governed by NRS 113.040. This law provides generally that if all or any
 33 material part of the Property is destroyed before transfer of legal title or possession, Seller cannot enforce the Agreement and
 34 Buyer is entitled to recover any portion of the sale price paid. If legal title or possession has transferred, risk of loss shall shift
 35 to Buyer.

36
 37 **16. ASSIGNMENT OF THIS AGREEMENT:** Unless otherwise stated herein, this Agreement is non-assignable by
 38 Buyer.

39
 40 **17. CANCELLATION OF AGREEMENT:** In the event this Agreement is properly cancelled in accordance with the
 41 terms contained herein, then Buyer will be entitled to a refund of the EMD. Neither Buyer nor Seller will be reimbursed for any
 42 expenses incurred in conjunction with due diligence, inspections, appraisals or any other matters pertaining to this transaction
 43 (unless otherwise provided herein).

44
 45 **18. DEFAULT:**

46
 47 **A. MEDIATION:** Before any legal action is taken to enforce any term or condition under this Agreement, the
 48 parties agree to engage in mediation, a dispute resolution process, through GLVAR. Notwithstanding the foregoing,
 49 in the event the Buyer finds it necessary to file a claim for specific performance, this section shall not apply.

50
 51 **B. IF SELLER DEFAULTS:** If Seller defaults in performance under this Agreement, Buyer reserves all legal
 52 and/or equitable rights (such as specific performance) against Seller, and Buyer may seek to recover Buyer's actual
 53 damages incurred by Buyer due to Seller's default.

54
 55
 56 Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a
 particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: CHRISTOPHER BURNS

BUYER(S) INITIALS: CB

Property Address: 9816 ALMENIA ST.

SELLER(S) INITIALS: [Signature]

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108 [] As Seller's sole legal recourse, Seller may retain, as liquidated damages, the BMD. In this respect, the Parties agree that Seller's actual damages would be difficult to measure and that the BMD is in fact a reasonable estimate of the damages that Seller would suffer as a result of Buyer's default. Seller understands that any additional deposit not considered part of the BMD in Section 1(B) herein will be immediately released by ESCROW HOLDER to Buyer.

() () Seller shall have the right to recover from Buyer all of Seller's actual damages that Seller may suffer as a result of Buyer's default including, but not limited to, commissions due, expenses incurred until the Property is sold to a third party and the difference in the sales price.

19. **ESCROW:** If this Agreement or any matter relating hereto shall become the subject of any litigation or controversy, Buyer and Seller agree, jointly and severally, to hold ESCROW HOLDER free and harmless from any loss or expense, except losses or expenses as may arise from ESCROW HOLDER'S negligence or willful misconduct. If conflicting demands are made or notices served upon ESCROW HOLDER with respect to this Agreement, the parties expressly agree that Escrow is entitled to file a suit to interplead and obtain an order from the Court authorizing ESCROW HOLDER to deposit all such documents and monies with the Court, and obtain an order from the Court requiring the parties to interplead and litigate their several claims and rights among themselves. Upon the entry of an order authorizing such interplead, ESCROW HOLDER shall be fully released and discharged from any obligations imposed upon it by this Agreement; and ESCROW HOLDER shall not be liable for the sufficiency or correctness as to form, manner, execution or validity of any instrument deposited with it, nor as to the identity, authority or rights of any person executing such instrument, nor for failure of Buyer or Seller to comply with any of the provisions of any agreement, contract or other instrument filed with ESCROW HOLDER or referred to herein. ESCROW HOLDER'S duties hereunder shall be limited to the safekeeping of all monies, instruments or other documents received by it as ESCROW HOLDER, and for their disposition in accordance with the terms of this Agreement. In the event an action is instituted in connection with this escrow, in which ESCROW HOLDER is named as a party or is otherwise compelled to make an appearance, all costs, expenses, attorney fees, and judgments ESCROW HOLDER may expend or incur in said action, shall be the responsibility of the parties hereto.

Brokers

27. **WAIVER OF CLAIMS:** Buyer and Seller agree that they are not relying upon any representations made by Brokers or Broker's agent. Buyer acknowledges that at COB, the Property will be sold AS-IS, WHERE-IS without any representations or warranties, unless expressly stated herein. Buyer agrees to satisfy himself, as to the condition of the Property, prior to COB. Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

SELLER(S) INITIALS:

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1. Buyer acknowledges that any statements of acreage or square footage by Brokers are simply estimates, and Buyer agrees to make such measurements, as Buyer deems necessary, to ascertain actual acreage or square footage. Buyer waives all claims against Brokers or their agents for (a) defects in the Property; (b) inaccurate estimates of acreage or square footage; (c) environmental waste or hazards on the Property; (d) the fact that the Property may be in a flood zone; (e) the Property's proximity to freeways, airports or other nuisances; (f) the zoning of the Property; (g) tax consequences; or (h) factors related to Buyer's failure to conduct walk-throughs or inspections. Buyer assumes full responsibility for the foregoing and agrees to conduct such tests, walk-throughs, inspections and research, as Buyer deems necessary. In any event, Broker's liability is limited, under any and all circumstances, to the amount of that Broker's commission/fee received in this transaction.

Other Matters

23. **DEFINITIONS:** "Acceptance" means the date that both parties have consented to and received a final, binding contract by affixing their signatures to this Agreement and all counterparts. "Agent" means a licensee working under a Broker or licensee working under a developer. "Agreement" includes this document as well as all accepted counterparts and addenda. "Deeds Title" means good title. "Buyer" means one or more individuals or the entity that intends to purchase the Property. "Broker" means the Nevada licensed real estate broker listed herein representing Seller and/or Buyer (and all real estate agents associated therewith). "Business Day" excludes Saturdays, Sundays, and legal holidays. "Calendar Day" means a calendar day from midnight to midnight unless otherwise specified. "CFC" means the Code of Federal Regulations. "CIC" means Common Interest Community (formerly known as "HOA" or homeowners associations). "CIC Capital Contribution" means a one-time non-administrative fee, cost or assessment charged by the CIC upon change of ownership. "CIC Transfer Fees" means the administrative services fee charged by a CIC to transfer ownership records. "CLUE" means Comprehensive Loss Underwriting Exchange. "Close of Escrow (COE)" means the time of recording of the deed in Buyer's name. "Default" means the failure of a Party to observe or perform any of its material obligations under this Agreement. "Delivered" means personally delivered to Parties or respective Agents, transmitted by facsimile machine, electronic means, overnight delivery, or mailed by regular mail. "Down Payment" is the Purchase Price less loan amount(s). "EMD" means Buyer's earnest money deposit. "Escrow Holder" means the neutral party that will handle the escrow. "FHA" is the U.S. Federal Housing Administration. "GLVAR" means the Greater Las Vegas Association of REALTORS®. "Good Funds" means an acceptable form of payment determined by ESCROW HOLDER in accordance with NRS 643A.177. "IRC" means the Internal Revenue Code (tax code). "LID" means Linked Improvement District. "N/A" means not applicable. "NAC" means Nevada Administrative Code. "NRS" means Nevada Revised Statutes as Amended. "Party" or "Parties" means Buyer and Seller. "PITI" means principal, interest, taxes, and hazard insurance. "PMI" means private mortgage insurance. "PST" means Pacific Standard Time, and includes daylight savings time if in effect on the date specified. "PTR" means Preliminary Title Report. "Property" means the real property and any personal property included in the sale as provided herein. "Receipt" means delivery to the party or the party's agent. "Seller" means one or more individuals or the entity that is the owner of the Property. "SID" means Special Improvement District. "Title Company" means the company that will provide title insurance. "USC" is the United States Code. "VA" is the Veterans Administration.

24. SIGNATURES, DELIVERY, AND NOTICES:

A. This Agreement may be signed by the parties on more than one copy, which, when taken together, each signed copy shall be read as one complete form. This Agreement (and documents related to any resulting transaction) may be signed by the parties manually or digitally. Facsimile signatures may be accepted as original.

B. Delivery of all instruments or documents associated with this Agreement shall be delivered to the Agent for Seller or Buyer if represented.

C. Except as otherwise provided in Section 9, when a Party wishes to provide notice as required in this Agreement, such notice shall be sent regular mail, personal delivery, by facsimile, overnight delivery and/or by email to the Agent for that Party. The notification shall be effective when postmarked, received, faxed, delivery confirmed, and/or read receipt confirmed in the case of email. Any cancellation notice shall be contemporaneously faxed to Escrow.

25. **IRC 1031 EXCHANGE:** Seller and/or Buyer may make this transaction part of an IRC 1031 exchange. The party electing to make this transaction part of an IRC 1031 exchange will pay all additional expenses associated therewith, at no cost to the other party. The other party agrees to execute any and all documents necessary to effectuate such an exchange.

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counterpart.

Buyer's Name: **CHRISTOPHER BURNS**

BUYER(S) INITIALS: *CB*

Property Address: **9816 ALMENIA ST.**

SELLER(S) INITIALS: *[Signature]*

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26. **OTHER ESSENTIAL TERMS:** Time is of the essence. No change, modification or amendment of this Agreement shall be valid or binding unless such change, modification or amendment shall be in writing and signed by each party. This Agreement will be binding upon the heirs, beneficiaries and devisees of the parties hereto. This Agreement is executed and intended to be performed in the State of Nevada, and the laws of that state shall govern its interpretation and effect. The parties agree that the county and state in which the Property is located is the appropriate forum for any action relating to this Agreement. Should any party hereto retain counsel for the purpose of initiating litigation to enforce or prevent the breach of any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorneys fees and costs incurred by such prevailing party.

THIS IS A LEGALLY BINDING CONTRACT. All parties are advised to seek independent legal and tax advice to review the terms of this Agreement.

NO REAL ESTATE BROKER/AGENT MAY SIGN FOR A PARTY TO THIS AGREEMENT UNLESS THE BROKER OR AGENT HAS A PROPERLY EXECUTED POWER OF ATTORNEY TO DO SO.

THIS FORM HAS BEEN APPROVED BY THE GREATER LAS VEGAS ASSOCIATION OF REALTORS® (GLVAR). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

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27. **ADDENDUM(S) ATTACHED:**

28. **ADDITIONAL TERMS:** IN THE EVENT THAT THE SHORT SALE IS NOT APPROVED BY THE BUYER'S EARNEST MONEY TO BE REFUNDED IN FULL:

Earnest Money Receipt

BUYER'S AGENT ACKNOWLEDGES RECEIPT FROM BUYER HERIN of the sum of \$ 2000

evidenced by ☐ Cash, ☐ Cashier's Check, ☒ Personal Check, or ☐ Other

payable to **TITLE COMPANY**

Upon Acceptance, Earnest Money to be deposited within ONE (1) business day, with ☒ Escrow Holder, ☐ Buyer's Broker's Trust Account, - OR - ☐ Seller's Broker's Trust Account.

Date: 5/7/12 Signed: [Signature] Buyer's Agent: FREDDO BURNARD

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: **CHRISTOPHER BURNS**

BUYER(S) INITIALS: CB

Property Address: **9816 ALMENIA ST.**

SELLER(S) INITIALS: [Signature]

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Buyer's Acknowledgment of Offer

1 Upon Acceptance, Buyer agrees to be bound by each provision of this Agreement, and all signed addenda, disclosures, and
 2 attachments.

3
 4  CHRISTOPHER BURNS 3/6/2012 5:00 ☒ AM ☐ PM
 5 Buyer's Signature Buyer's Printed Name Date Time

6
 7
 8 Buyer's Signature Buyer's Printed Name Date Time ☐ AM ☐ PM

9
 10 Seller must respond by: 5 ☐ AM ☒ PM on (month) 07, (day) 10, (year) 12. Unless this
 11 Agreement is accepted, rejected or countered below and delivered to the Buyer's Broker before the above date and
 12 time, this offer shall lapse and be of no further force and effect.

13
 14 Confirmation of Representation: The Buyer is represented in this transaction by:

15
 16 Buyer's Broker: CHERYL SMITH Agent's Name: ERNESTO AHUMADA
 17 Company Name: REALTY ONE GROUP Agent's Public ID: 214707
 18 Phone: 702-328-4126 Office Address: 10750 W. CHARLESTON BLVD.
 19 Email: ERNESTO@LVTEAMREALTY.COM City, State, Zip: LAS VEGAS, NV 89135
 20 Fax: 866-632-8844

Seller's Response

21
 22
 23 ☐ ACCEPTANCE: Seller(s) acknowledges that he/she accepts and agrees to be bound by each provision of this Agreement,
 24 and all signed addenda, disclosures, and attachments.

25 ☒ COUNTER OFFER: Seller accepts the terms of this Agreement subject to the attached Counter Offer #1.

26 ☐ REJECTION: In accordance with NAC 645.632, Seller hereby informs Buyer the offer presented herein is not accepted.

27
 28 FIRPTA DECLARATION: Pursuant to Section 5.11, herein, Seller declares that he/she

29 ☐ is not -OR-

30 ☐ is a foreign person therefore subjecting this transaction to FIRPTA withholding.

31
 32
 33  Abdel Assahouri 3/13/12 1:15 ☐ AM ☐ PM
 34 Seller's Signature Seller's Printed Name Date Time

35
 36
 37  Mona Assahouri 3/13/12 1:15 ☐ AM ☐ PM
 38 Seller's Signature Seller's Printed Name Date Time

39
 40 Confirmation of Representation: The Seller is represented in this transaction by:

41
 42 Seller's Broker: GANDACE DOYLE Agent's Name: DALE SNYDER
 43 Company Name: KELLER WILLIAMS REALTY Office Address: 3080 S. DURANGO DR
 44 Phone: 702-320-6205 City, State, Zip: LAS VEGAS, NV
 45 Email: TRANSACTIONCOORDINATOR@DALESNYDER.CO Fax: 702-478-1733

46
 47 LICENSEE DISCLOSURE OF INTEREST (SELLER): Pursuant to NRS 645.252(1)(c), a real estate licensee must
 48 disclose if he/she is a principal in a transaction or has an interest in a principal to the transaction. N/A

49 N/A Is a licensed real estate agent in the State(s) of N/A, and has the following interest:

50 direct or indirect, in this transaction: ☐ Principal (Seller) -OR- ☐ Family or firm relationship with Seller or ownership interest
 51 in Seller (if Seller is an entity); (specify relationship) N/A

52 Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a
 particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: CHRISTOPHER BURNS BUYER(S) INITIALS: CB

Property Address: 9016 ALMENIA ST. SELLER(S) INITIALS: AS MS

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SHORT SALE ADDENDUM TO PURCHASE AGREEMENT (and Joint Escrow Instructions)



1 In reference to the Purchase Agreement executed by CHRISTOPHER BURNS as Buyer(s) and
2 ABDEL & MONA ASSAHOURI as Seller(s), dated 2/28/12 covering the real property at
3 9916 ALMENIA ST. LAS VEGAS, NV 89120, the ☒ Buyer ☐ Seller hereby proposes that the
4 Purchase Agreement be amended as follows:

5
6 **1. Contingent on Existing Lender Approval.** Buyer and Seller acknowledge that the Purchase
7 Price is less than the amount of Seller's existing loan(s) against the Property due and owing to one or
8 more lender(s) and/or lienholder(s) (collectively, "Lender"). Such a transaction is called a "short sale."
9 Therefore, the Purchase Agreement is contingent upon Seller and/or Seller's Agent obtaining approval
10 from Lender ("Lender Approval") to accept an amount less than what is owed on the Property to release
11 Lender's lien on the Property (subject to parties' approval; see Section 3 below). **SELLER**
12 **UNDERSTANDS AND ACKNOWLEDGES THAT LENDER APPROVAL MAY BE**
13 **CONDITIONED UPON ANY OR ALL OF THE FOLLOWING: (A) MAKING A CASH**
14 **PAYMENT; (B) SIGNING A NEW PROMISSORY NOTE; (C) CONTINUING TO OWE THE**
15 **LENDER THE UNPAID PORTION OF THE LOAN(S); AND (D) OTHER REQUIREMENTS**
16 **MADE BY LENDER.** Seller shall reasonably cooperate with Lender in the short sale process by
17 providing such documentation as may be required by Lender. **BUYER AND SELLER**
18 **UNDERSTAND THAT LENDER APPROVAL MAY TAKE SEVERAL MONTHS TO OBTAIN,**
19 **AND NEITHER THE SELLER, THE ESCROW HOLDER NOR THE BROKERS CAN**
20 **GUARANTEE THE TIMELINESS OF LENDER'S REVIEW, APPROVAL OR REJECTION.**
21 Buyer Initials [AB] Seller Initials [CB]

22
23 **2. Notice of Lender Approval.** Seller agrees to provide Buyer with written notice of Lender
24 Approval within two (2) business days of Seller's receipt of the approval. Seller may use the "Lender
25 Short Sale Approval Addendum" to facilitate this notice. (For clarification, this is not intended to
26 encompass or delay transmission of any subsequent Lender Approval which may be issued to grant an
27 extension at the end of the transaction pursuant to Section 5 herein.)

28
29 **3. No Guarantee of Lender Approval.** Buyer and Seller understand that no Lender is required or
30 obligated to accept a short sale, and that Lender Approval may be revoked at any time prior to COR. In
31 addition, the Parties understand that Lender may require that in exchange for approval some terms of the
32 Purchase Agreement be amended. Neither Buyer nor Seller is obligated to agree to any of Lender's
33 proposed terms; either Party may, in its sole discretion, reject the amended terms required by Lender. In
34 such event, the Purchase Agreement shall be void and the Parties agree to execute cancellation
35 instructions with ESCROW HOLDER and return EMD to Buyer. **NEITHER THE BUYER, THE**
36 **SELLER, THE ESCROW HOLDER NOR THE BROKERS IN THIS TRANSACTION HAVE**
37 **ANY CONTROL OVER LENDER APPROVAL, OR ANY ACT, OMISSION OR DECISION BY**
38 **ANY LENDER IN THE SHORT SALE PROCESS.**

39
40 **4. Time Periods.** Opening escrow and depositing earnest money shall occur as stated in the
41 Purchase Agreement. The time periods specified in the Purchase Agreement for due diligence,
42 disclosures, inspections and other contingencies shall begin (check one):
43 ☐ as stated in the Purchase Agreement;
44 ☐ one (1) calendar day after the Parties' mutual written approval of the Lender Approval; **OR**
45 ☐ Other _____

Buyer Initials: [CB]

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Seller Initials: [AB]

Short Sale Addendum to Purchase Agreement Rev. 8/10

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5. **Close of Escrow.** Buyer and Seller understand that Lender Approval will include an expiration date by which Close of Escrow ("COE") must occur. A typical Lender Approval is valid for 30 days. The Parties agree to use best efforts to meet the Lender's COE deadline and understand that any extension(s) must be by mutual written agreement and Lender's consent. Buyer understands that Lender may impose additional requirements, such as per diem funds to be paid by Buyer, as additional consideration for any extension(s).

6. **Other Offers.** Buyer and Seller acknowledge that the Seller's Agent is required by the Multiple Listing Service to place the property in "Contingent" status after the Purchase Agreement is executed, while the transaction is subject to Lender Approval. The Parties understand that additional offers may be received by the Seller's Agent, which must be presented to the Seller pursuant to Nevada law. Seller may choose to accept such subsequent offers as back-up offers.

7. **Buyer's Right to Cancel.** Buyer may cancel the Purchase Agreement for any reason and without penalty any time after ☐ 45 ☐ 60 ☒ 90 ☐ _____ days from Acceptance if Lender Approval has not been received. Upon Buyer's cancellation, Seller agrees to execute cancellation instructions with ESCROW HOLDER and return EMD to Buyer.

8. **Foreclosure.** Seller warrants that, at the time of the Purchase Agreement, a Notice of Default and Election to Sell ☐ has not -OR- ☐ has (date: _____) been recorded against the Property. (Information regarding the foreclosure status of a property is available from the County Recorder where the Property is located.) The Parties understand that the recording of a Notice of Default begins a statutory foreclosure period, which lasts a minimum of three (3) months and twenty (20) days. At the end of the foreclosure period, the Property typically will be sold at a Trustee's Sale (foreclosure sale) and Seller will lose all rights and interest in the Property. Buyer and Seller understand that if COE does not occur before a foreclosure sale of the Property, the Purchase Agreement shall be void and escrow shall be cancelled. In such event, ESCROW HOLDER is instructed to return EMD to Buyer without any further instruction from the Parties. The Parties agree to forever release and relieve ESCROW HOLDER from any and all responsibility, liability, costs and/or litigation for the return of the EMD under these conditions.

9. **Tax Consequences and Advice.** A SHORT SALE MAY HAVE SERIOUS AND ADVERSE LEGAL, TAX, CREDIT AND ECONOMIC CONSEQUENCES FOR THE SELLER. Seller agrees to seek advice from an attorney, a certified public accountant or other qualified professional regarding the legal effect and meaning of a short sale and any Lender Approval.
Seller Initials: [Signature]

10. **Unfulfilled Contingency.** If the Lender rejects the short sale, Seller will promptly notify Buyer of the rejection and the Purchase Agreement shall be void due to the unfulfilled contingency and escrow shall be cancelled. In such event, ESCROW HOLDER is instructed to return EMD to Buyer without any further instruction from the Parties. The Parties agree to forever release and relieve ESCROW HOLDER from any and all responsibility, liability, costs and/or litigation for the return of the EMD under these conditions.

11. **Other Terms and Conditions:** _____

Buyer Initials: [Signature]

Page 2 of 3

Seller Initials: [Signature]

Short Sale Addendum to Purchase Agreement Rev. 8/10

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1
2
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9
10 All other terms of the Purchase Agreement, including all prior counteroffers and addenda not modified
11 by this Addendum shall remain the same. To the extent that any terms of this Addendum are in conflict
12 with the Purchase Agreement, this Addendum will control. **WHEN PROPERLY COMPLETED,**
13 **THIS IS A BINDING CONTRACT. IF YOU DO NOT FULLY UNDERSTAND ITS**
14 **CONTENTS, SEEK COMPETENT LEGAL AND TAX COUNSEL BEFORE SIGNING.**

15
16
17 (X)

18 ☒ Buyer ☐ Seller

2/28/12

Date

6:00 pm

Time

20 ☐ Buyer ☐ Seller

22 Acceptance:

23
24 ☐ Buyer ☒ Seller

3/15/12

Date

26
27 ☐ Buyer ☒ Seller

1:17 PM

Time

29
30 Prepared by: ERNESTO AHUMADA

702-328-4128

31 Agent's Name

Phone

(X)

Buyer Initials: [CB]

Page 3 of 3

Seller Initials: [CB]

Short Sale Addendum to Purchase Agreement Rev. 8/10

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A NATIONAL MORTGAGE BANKING COMPANY SINCE 1987

Conditional LOAN APPROVAL

03/13/2012

Loan Number: 201002845126

Approval good for 45 days

Buyer(s):

Christopher Burns

Subject property:

TBD

Conditional Loan Approval:

30 Year Fixed FHA 3.5 % Down

Purchase Price up to: \$ 240,000

Loan Amount : \$ 231,800

Prior to Doc conditions:

- Title dated within 45 days of closing with sufficient coverage matching ISAOA
- HVCC compliant 1004 with pictures
- H/O ins-Loss payee with correct ISAOA, good for 60 days from funding
- Approved closing agent
- Fully executed Purchase contract signed by seller and buyer
- Proper Income Documentation supporting income on 1003
- **Cleared-** Proof of source funds to close
- **Cleared-** Credit Score Minimum requirement met

This is not a commitment to lend. All conditions listed above must be met for qualification.

A handwritten signature in black ink, appearing to read "Erik C. Wintner".

Erik C. Wintner
Branch Manager
VanDyk Mortgage Corp

153 W Lake Mead Pkwy Ste 2250 Henderson NV 89015
Ph: (702) 982-8870 1 Fax: (702)446-8237 1 Lic #2660



A. Settlement Statement (HUD-1)

| | | | | | | | |
|--|--|---|---|--|------------------------------------|---------------------|--|
| D. Type of Loan | | | | | | | |
| 1. <input type="checkbox"/> FHA | 2. <input type="checkbox"/> RLS | 3. <input checked="" type="checkbox"/> Conv. Unins. | 6. File Number: | 7. Loan Number: | 8. Mortgage Insurance Case Number: | | |
| 4. <input type="checkbox"/> VA | 5. <input type="checkbox"/> Conv. Ins. | | 13878NVNQM | | | | |
| C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "p.o.c." were paid outside the closing; they are shown here for informational purposes and are not included in the totals. (11878NVNQM 12) | | | | | | | |
| D. Name and Address of Borrower: | | | E. Name and Address of Seller: | | F. Name and Address of Lender: | | |
| Christopher Burns 8816 Almenia Street Las Vegas, NV 89178 | | | Abdel Assahouri and Mona Assahouri 8816 Almenia Street Las Vegas, NV 89178 | | | | |
| G. Property Location: | | | H. Settlement Agent: | | | I. Settlement Date: | |
| 8816 Almenia Street Las Vegas, NV 89178 Clark County, Nevada | | | The Cooper Callie Law Firm, LLP Place of Settlement: (702) 435-4176 5278 South Durango Drive Las Vegas, NV 89113 | | | | |
| J. Summary of Borrower's Transaction | | | | K. Summary of Seller's Transaction | | | |
| 100. Gross Amount Due from Borrower | | | | 400. Gross Amount Due to Seller | | | |
| 101. Contract sales price | | | | 401. Contract sales price 240,000.00 | | | |
| 102. Personal property | | | | 402. Personal property | | | |
| 103. Settlement charges to borrower (line 1400) | | | | 403. | | | |
| 104. | | | | 404. | | | |
| 105. | | | | 405. | | | |
| Adjustments for items paid by seller in advance | | | | Adjustments for items paid by seller in advance | | | |
| 106. City/Town taxes | | | | 406. City/Town taxes | | | |
| 107. County taxes | | | | 407. County taxes | | | |
| 108. Assessments | | | | 408. Assessments | | | |
| 109. Sewer | | | | 409. Sewer | | | |
| 110. Trash | | | | 410. Trash | | | |
| 111. HOA Assessment | | | | 411. HOA Assessment | | | |
| 112. | | | | 412. | | | |
| 113. | | | | 413. | | | |
| 120. Gross amount due from Borrower | | | | 420. Gross amount due to Seller 240,000.00 | | | |
| 200. Amounts Paid by or in Behalf of Borrower | | | | 500. Reductions in Amount Due to Seller | | | |
| 201. Deposit or earnest money | | | | 501. Excess deposit (see instructions) | | | |
| 202. Principal amount of new loan(s) | | | | 502. Settlement charges to seller (line 1400) 22,454.74 | | | |
| 203. Existing loan(s) taken subject to | | | | 503. Existing loan(s) taken subject to | | | |
| 204. | | | | 504. Payoff of first mortgage loan 207,993.26 | | | |
| 205. | | | | 505. Payoff of second mortgage loan | | | |
| 206. Seller Credit towards Buyers Closing Cost | | | | 506. Seller Credit towards Buyers Closing Cost 7,200.00 | | | |
| 207. | | | | 507. Dep. disbursed as proceeds | | | |
| 208. Seller Credit for Owners Policy | | | | 508. Seller Credit for Owners Policy 1,128.00 | | | |
| 209. Seller Credit for Transfer Tax | | | | 509. Seller Credit for Transfer Tax 1,224.00 | | | |
| Adjustments for items unpaid by seller | | | | Adjustments for items unpaid by seller | | | |
| 210. City/Town taxes | | | | 510. City/Town taxes | | | |
| 211. County taxes | | | | 511. County taxes | | | |
| 212. Assessments | | | | 512. Assessments | | | |
| 213. | | | | 513. | | | |
| 214. | | | | 514. | | | |
| 215. | | | | 515. | | | |
| 216. | | | | 516. | | | |
| 217. | | | | 517. | | | |
| 218. | | | | 518. | | | |
| 219. | | | | 519. | | | |
| 220. Total paid by/for Borrower | | | | 520. Total reduction amount due Seller 240,000.00 | | | |
| 300. Cash at Settlement from/to Borrower | | | | 600. Cash at Settlement from/to Seller | | | |
| 301. Gross amount due from Borrower (Line 120) | | | | 601. Gross amount due to Seller (Line 420) 240,000.00 | | | |
| 302. Less amount paid by/for Borrower (Line 220) | | | | 602. Less reductions due Seller (Line 520) (240,000.00) | | | |
| 303. CASH FROM BORROWER | | | | 603. CASH TO/FROM SELLER | | | |

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

| L. Settlement Charges | | | |
|--|----------------|---|---|
| 700. Total Real Estate Broker Fees | \$16,800.00 | | |
| 701. Division of commission (line 700) as follows: | | | |
| 701. \$ 8,400.00 to Keller Williams Realty | | Paid From Borrower's Funds at Settlement | Paid From Seller's Funds at Settlement |
| 702. \$ 8,400.00 to Realty One Group | | | |
| 703. Commission paid at settlement | | | \$6,800.00 |
| 704. Negotiation Commission to Keller Williams Realty | | | 1,485.00 |
| 800. Items Payable in Connection With Loan | | | |
| 801. Our origination charge | (from GFE #1) | | |
| 802. Your credit or charge (points) for the specific interest rate chosen | (from GFE #2) | | |
| 803. Your adjusted origination charges | (from GFE #3) | | |
| 804. Appraisal fee | (from GFE #3) | | |
| 805. Credit report | (from GFE #3) | | |
| 806. Tax service | (from GFE #3) | | |
| 807. Flood certification | (from GFE #3) | | |
| 808. | | | |
| 900. Items Required by Lender to be Paid In Advance | | | |
| 901. Interest from to to @ \$ /day (days @ %) | (from GFE #10) | | |
| 902. Mortgage insurance premium for month to | (from GFE #3) | | |
| 903. Homeowner's insurance for year to | (from GFE #11) | | |
| 904. | | | |
| 1000. Reserves Deposited with Lender | | | |
| 1001. Initial deposit for your escrow account | (from GFE #9) | | |
| 1002. Homeowner's insurance months @ \$ per month | | | |
| 1003. Mortgage insurance months @ \$ per month | | | |
| 1004. Property taxes months @ \$ per month | | | |
| 1005. months @ \$ per month | | | |
| 1006. months @ \$ per month | | | |
| 1007. months @ \$ per month | | | |
| 1100. Title Charges | | | |
| 1101. Title services and lender's title insurance to The Cooper Castle L. | (from GFE #4) | | |
| 1102. Settlement or closing fee to The Cooper Castle Law Firm, LLP | | | 697.50 |
| 1103. Owner's title insurance to The Cooper Castle Law Firm, LLP | (from GFE #5) | | |
| 1104. Lender's title insurance | | | |
| 1105. Lender's title policy limit | | | |
| 1106. Owner's title policy limit | | | |
| 1107. Agent's portion of the total title insurance premium to Colorado American Title, L | | | |
| 1108. Underwriter's portion of the total title insurance premium | | | |
| 1109. Document Preparation Fee to The Cooper Castle Law Firm, LLP | | | |
| 1110. Sub Escrow Fee to First American Title Insurance Company | | | |
| 1111. Endorsement Fee to First American Title Insurance Company | | | |
| 1112. Courier/Wire Fee to The Cooper Castle Law Firm, LLP | | | |
| 1113. Notary | | | |
| 1114. Short Sale Processing Fee to The Cooper Castle Law Firm, LLP | | | 695.00 |
| 1200. Government Recording and Transfer Charges | | | |
| 1201. Government recording charges to First American Title Insurance | (from GFE #7) | | |
| 1202. Deed \$ 30.00; Mortgage \$ 75.00; Releases \$ | | | |
| 1203. Transfer taxes to First American Title Insurance Company | (from GFE #8) | | |
| 1204. County Transfer Tax Deed \$ 1,224.00; Mortgage \$ | | | |
| 1205. State tax/stamps Deed \$; Mortgage \$ | | | |
| 1300. Additional Settlement Charges | | | |
| 1301. Required services that you can shop for | (from GFE #6) | | |
| 1302. Sewer to Clark County Water Reclamation | | | 229.70 |
| 1303. Trash to Republic Services of Southern NV | | | 107.83 |
| 1304. Real Property Taxes to Clark County Treasurer | | | 728.79 |
| 1305. HOA Capital Contribution to Mountains Edge Master | | | 385.00 |
| 1306. HOA Transfer to Mountains Edge Master | | | 250.00 |
| 1307. Home Warranty | | | |
| 1308. SID / LID to Clark County Treasurer - SID | | | 623.82 |
| 1309. SUB HOA Capital Contribution to Las Colinas HOA | | | 42.00 |
| 1310. SUB HOA Transfer to Las Colinas HOA | | | 500.00 |
| 1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K) | | | 22,454.74 |

**COUNTER OFFER**NO. 1ATTENTION: Ernesto Ahumada COMPANY: Realty One Group
(Agent) (Name)
Christopher BurnsThe ☒ Offer ☐ Counter Offer made by: ☐ Seller ☒ Buyer
(Name)to ☒ Buy ☐ Sell the real property commonly known as: 9816 Alameda Street
Las Vegas, NV 89176
dated: February 26, 2012 is not accepted in its present form, but the following Counter Offer is hereby submitted:1. All items in the purchase contract requesting seller to pay including HOA & CIC fees are submitted to the lien holder to pay. Any fees not paid for by the lien holder will be renegotiated by both parties.2. Property is sold AS IS and no repairs will be made. Buyer still retains the right and is encouraged to have an inspection.3. Any items left blank by the buyer are to be deemed waived by the buyer.4. Close of Escrow to be on or before July 13, 2012.**OTHER TERMS:** All other terms to remain the same as original Residential Purchase Agreement plus terms agreed to in Counter Offer(s) No. 1**EXPIRATION:** ☒ Buyer ☐ Seller must respond by: 5:00 ☐ AM ☒ PM on (month) March, (day) 15, (year) 2012. Unless this Counter Offer is accepted by execution below and delivered to the ☐ Buyer's ☒ Seller's Broker before the above date and time, this Counter Offer shall lapse and be of no further force and effect.Date: 03/13/12☐ Buyer ☒ Seller Abdel Assahouri SignatureTime: 1:17 PM☐ Buyer ☒ Seller Mona Assahouri SignatureThe undersigned ☒ Buyer ☐ Seller hereby:☒ accepts the Counter Offer;☐ accepts the terms of this Counter Offer subject to the attached Counter Offer No. _____; or☐ rejects the Counter Offer.Date: 3/14/12☒ Buyer ☐ Seller Christopher Burns SignatureTime: 9:51 AM☐ Buyer ☐ Seller Signature

Counter Offer Rev. 5/06

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Keller Williams Realty Las Vegas 3090 S Durango Dr Ste 100 Las Vegas, NV 89117
Phone: (702)212-2222 Fax: (702)212-2223 Dale Snyder

9816 Alameda

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RESIDENTIAL PURCHASE AGREEMENT

(Joint Escrow Instructions and Earnest Money Receipt)

Date: 2/28/12

CHRISTOPHER BURNS

("Buyer"), hereby offers to purchase

9816 ALMENIA ST.

("Property"),

within the city or unincorporated area of **LAS VEGAS**

County of **CLARK**

State of Nevada, Zip **89178**

A.P.N. # **178-28-115-069**

for the purchase price of \$ **240,000.**

TWO HUNDRED FORTY THOUSAND

dollars ("Purchase Price") on the terms

and conditions contained herein:

BUYER ☒ does -OR- ☐ does not intend to occupy the Property as a residence.

Buyer's Offer

1. FINANCIAL TERMS & CONDITIONS:

\$ **2000.00**

A. EARNEST MONEY DEPOSIT ("EMD") is ☒ presented with this offer -OR- ☐

(NOTE: It is a felony in the State of Nevada punishable by up to four years in prison and a \$5,000 fine to write a check for which there are insufficient funds. NRS 193.130(2)(b).)

\$ **0**

B. ADDITIONAL DEPOSIT to be placed in escrow on or before (date) _____ (the additional deposit ☐ will -OR- ☐ will not be considered part of the EMD. (Any conditions on the additional deposit should be set forth in Section 28 herein.)

\$ **231,800.00**

C. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING FOR A NEW LOAN ON THE FOLLOWING TERMS AND CONDITIONS:

☐ Conventional, ☒ FHA, ☐ VA, ☐ Other (specify) _____

Interest: ☒ Fixed rate, 30 years -OR- ☐ Adjustable Rate, _____ years. Initial rate of interest not to exceed 4.5 %. Initial monthly payment not to exceed \$ 1,774.2, not including taxes, insurance and/or PMI or MIP.

\$ **0**

D. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING TO ASSUME THE FOLLOWING EXISTING LOAN(S):

☐ Conventional, ☐ FHA, ☐ VA, ☐ Other (specify) _____

Interest: ☐ Fixed rate, _____ years -OR- ☐ Adjustable Rate, _____ years. Initial rate of interest not to exceed _____ %. Monthly payment not to exceed \$ _____, not including taxes, insurance and/or PMI or MIP.

\$ **0**

E. BUYER TO EXECUTE A PROMISSORY NOTE SECURED BY DEED OR TRUST PER TERMS IN "FINANCING ADDENDUM."

\$ **8400.00**

F. BALANCE OF PURCHASE PRICE (Balance of Down Payment) in Good Funds to be paid prior to Close of Escrow ("COE").

\$ **240,000.00**

G. TOTAL PURCHASE PRICE. (This price DOES NOT include closing costs, prorations, or other fees and costs associated with the purchase of the Property as defined herein.)

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: **CHRISTOPHER BURNS**

BUYER(S) INITIALS: CB

Property Address: **9816 ALMENIA ST.**

SELLER(S) INITIALS: [Signature]

Rev. 12/11

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Page 1 of 11

1 **2. ADDITIONAL FINANCIAL TERMS & CONTINGENCIES:**

2 **A. NEW LOAN APPLICATION:** Within 3 business days of Acceptance, Buyer agrees to (1) submit a
3 completed loan application to a lender of Buyer's choice; (2) authorize ordering of the appraisal (per lender's requirements);
4 and (3) furnish a preapproval letter to Seller based upon a standard factual credit report and review of debt to income ratios. If
5 Buyer fails to complete any of these conditions within the applicable time frame, Seller reserves the right to terminate this
6 Agreement. In such event, both parties agree to cancel the escrow and return EMD to Buyer. Buyer

7 ☒ **does -OR- ☐ does not**
8 authorize lender to provide loan status updates to Seller's and Buyer's Brokers, as well as Escrow Officer. Buyer agrees to use
9 Buyer's best efforts to obtain financing under the terms and conditions outlined in this Agreement.

10 **B. CASH PURCHASE:** Within 0 business days of Acceptance, Buyer agrees to provide written evidence
11 from a bona fide financial institution of sufficient cash available to complete this purchase. If Buyer does not submit the
12 written evidence within the above period, Seller reserves the right to terminate this Agreement.

13 **C. APPRAISAL:** If an appraisal is required as part of this agreement, or requested by Buyer, and if the
14 appraisal is less than the Purchase Price, the transaction will go forward if (1) Buyer, at Buyer's option, elects to pay the
15 difference and purchase the Property for the Purchase Price, or (2) Seller, at Seller's option, elects to adjust the Purchase Price
16 accordingly, such that the Purchase Price is equal to the appraisal. If neither option (1) or (2) is elected, then Parties may
17 renegotiate; if renegotiation is unsuccessful, then either Party may cancel this Agreement upon written notice, in which event
18 the EMD shall be returned to Buyer.

19 **3. SALE OF OTHER PROPERTY:**

20 This Agreement

21 ☒ **is not -OR-**

22 ☐ **is contingent upon the sale (and closing) of another property which address is**

23 **Said Property**

24 ☐ **is currently listed**

25 ☐ **is not -OR- ☐ is**

26 **presently in escrow with**

27 **Escrow Number:** _____, **Proposed Closing Date:** _____

28 When Buyer has accepted an offer on the sale of this other property, Buyer will promptly deliver a written notice of the sale to
29 Seller. If Buyer's escrow on this other property is terminated, abandoned, or does not close on time, this Agreement will
30 terminate without further notice unless the parties agree otherwise in writing. If Seller accepts a bona fide written offer from a
31 third party prior to Buyer's delivery of notice of acceptance of an offer on the sale of Buyer's property, Seller shall give Buyer
32 written notice of that fact. Within three (3) days of receipt of the notice, Buyer will waive the contingency of the sale and
33 closing of Buyer's other property, or this Agreement will terminate without further notice. In order to be effective, the waiver
34 of contingency must be accompanied by reasonable evidence that funds needed to close escrow will be available and Buyer's
35 ability to obtain financing is not contingent upon the sale and/or close of any other property.

36 **4. FIXTURES AND PERSONAL PROPERTY:** The following items will be transferred, free of liens, with the sale of
37 the Property with no real value unless stated otherwise herein. Unless an item is covered under Section 7(E) of this Agreement,
38 all items are transferred in an "AS IS" condition.

39 **A. All EXISTING fixtures and fittings including, but not limited to:** electrical, mechanical, lighting, plumbing
40 and heating fixtures, ceiling fan(s), fireplace insert(s), gas logs and grates, solar power system(s), built-in appliance(s),
41 window and door screens, awnings, shutters, window coverings, attached floor covering(s), television antenna(s),
42 satellite dish(s), private integrated telephone systems, air coolers/conditioner(s), pool/spa equipment, garage door
43 opener(s)/remote control(s), mailbox, in-ground landscaping, trees/shrub(s), water softener(s), water purifiers, security
44 systems/alarm(s);

45 **B. The following additional items of personal property:** AS PER MLS #1230346

46 Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a
47 particular paragraph is otherwise modified by addendum or counteroffer.

48 Buyer's Name: CHRISTOPHER BURNS

49 BUYER(S) INITIALS: CB

50 Property Address: 9816 ALMENIA ST.

51 SELLER(S) INITIALS: [Signature]

52 Rev. 12/11

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54 Page 2 of 11

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Unfiled

1 **3. ESCROW:**

2 **A. OPENING OF ESCROW:** The purchase of the Property shall be consummated through Escrow
 3 ("Escrow"). Opening of Escrow shall take place by the end of one (1) business day after execution of this Agreement
 4 ("Opening of Escrow") at COOPER CASTLE title or escrow company ("Escrow Company") or
 5 "ESCROW HOLDER" with DENISE WAUGH ("Escrow Officer") (or such other escrow officer as
 6 Escrow Company may assign). Opening of Escrow shall occur upon Escrow Company's receipt of this fully accepted
 7 Agreement and receipt of the BMD (if applicable). ESCROW HOLDER is instructed to notify the Parties (through their
 8 respective Brokers) of the opening date and the Escrow Number.

9
 10 **B. EARNEST MONEY:** Upon Acceptance, Buyer's BMD as shown in Section 1(A), and 1(B) if applicable, of
 11 this Agreement, shall be deposited per the Earnest Money Receipt Notice and Instructions contained herein.

12 **C. CLOSE OF ESCROW:** Close of Escrow ("COE") shall be on (date) 30 DAYS UPON BANK ACCEPTANCE.
 13 If the designated date falls on a weekend or holiday, COE shall be the next business day.

14 **D. IRS DISCLOSURE:** Seller is hereby made aware that there is a regulation which became effective January
 15 1, 1987, that requires all ESCROW HOLDERS to complete a modified 1099 form, based upon specific information known
 16 only between parties in this transaction and the ESCROW HOLDER. Seller is also made aware that ESCROW HOLDER is
 17 required by federal law to provide this information to the Internal Revenue Service after COE in the manner prescribed by
 18 federal law.

19 **E. FIRPTA:** If applicable (as designated in the Seller's Response herein), Seller agrees to complete, sign, and
 20 deliver to ESCROW HOLDER a certificate indicating whether Seller is a foreign person or a nonresident alien pursuant to the
 21 Foreign Investment in Real Property Tax Act (FIRPTA). A foreign person is a nonresident alien individual, a foreign
 22 corporation not treated as a domestic corporation, or a foreign partnership, trust or estate. A resident alien is not considered a
 23 foreign person under FIRPTA. Additional information for determining status may be found at www.irs.gov. Buyer and Seller
 24 understand that if Seller is a foreign person then the Buyer must withhold a tax in an amount to be determined by ESCROW
 25 HOLDER in accordance with FIRPTA, unless an exemption applies. Seller agrees to sign and deliver to the ESCROW
 26 HOLDER the necessary documents, to be provided by the ESCROW HOLDER, to determine if withholding is required. (See
 27 26 USC Section 1445).

28 **6. TITLE INSURANCE:** Upon COE, Buyer will be provided with the following type of title insurance policy:
 29 ☐ CLTA; ☒ ALTA-Residential; OR ☐ ALTA-Extended (including a survey, if required).

30 **7. PRORATIONS, FEES AND EXPENSES (Check appropriate box):**31 **A. TITLE AND ESCROW FEES:**

| TYPE | PAID BY SELLER | PAID BY BUYER | 50/50 | N/A |
|----------------------------|-------------------------------------|-------------------------------------|-------------------------------------|--------------------------|
| Escrow Fees | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Lender's Title Policy | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Owner's Title Policy | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Real Property Transfer Tax | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Other: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

32 **B. PRORATIONS:**

| TYPE | PAID BY SELLER | PRORATE | N/A |
|---|-------------------------------------|-------------------------------------|--------------------------|
| CIC (Common Interest Community) Assessments | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| CIC Periodic Fees | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| SIDs / LIDs / Bonds / Assessments | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Sewer Use Fees | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Trash Service Fees | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Real Property Taxes | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Other: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

33 All prorations will be based on a 30-day month and will be calculated as of COE. Prorations will be based upon figures
 34 available at closing. Any supplements or adjustments that occur after COE will be handled by the parties outside of Escrow.

35 Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a
 36 particular paragraph is otherwise modified by addendum or counteroffer.

37 Buyer's Name: CHRISTOPHER BURNS

BUYER(S) INITIALS: CB

Property Address: 9818 ALMENIA ST.

SELLER(S) INITIALS: gsh

Rev. 12/11

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C. INSPECTIONS AND RELATED EXPENSES (See also Section 12): Acceptance of this offer is subject to the following reserved right. Buyer may have the Property inspected and select the licensed contractors, certified building inspectors and/or other qualified professionals who will inspect the Property. Seller will ensure that necessary utilities (gas, power and water) are turned on and supplied to the Property within two (2) business days after execution of this Agreement, to remain on until COB. (It is strongly recommended that Buyer retain licensed Nevada professionals to conduct inspections.)

| | TYPE | PAID BY SELLER | PAID BY BUYER | 50/50 | WAIVED | N/A |
|----|--|-------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| 6 | Appraisal | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 7 | CIC Capital Contribution | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 8 | CIC Transfer Fees | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 9 | CIC Report ordered by Seller | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 10 | Energy Audit | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 11 | Fungal Contaminant Inspection | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 12 | Home Inspection | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 13 | Mechanical Inspection | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 14 | Oil Tank Inspection | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 15 | Pool/Spa Inspection | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 16 | Roof Inspection | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 17 | Septic Inspection (requires pumping) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 18 | Septic Lid Removal | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 19 | Septic Pumping | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 20 | Soils Inspection | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 21 | Structural Inspection | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 22 | Survey (type) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 23 | Termite/Pest Inspection | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 24 | Well Inspection (Quantity) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 25 | Well Inspection (Quality) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 26 | Wood-Burning Device/Chimney Inspection | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 27 | (includes cleaning) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 28 | Other: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 29 | Re-inspections | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

If any inspection is not completed and requested repairs are not delivered to Seller within the Due Diligence Period, Buyer is deemed to have waived the right to that inspection and Seller's liability for the cost of all repairs that inspection would have reasonably identified had it been conducted, except as otherwise provided by law. The foregoing expenses for inspections will be paid outside of Escrow unless the Parties present instructions to the contrary prior to COB (along with the applicable invoice).

D. CERTIFICATIONS: Notwithstanding the elections below, in the event an inspection reveals problems with any of the foregoing, Buyer reserves the right to require a certification.

| | TYPE | PAID BY SELLER | PAID BY BUYER | 50/50 | WAIVED |
|----|---|--------------------------|--------------------------|--------------------------|--------------------------|
| 40 | Fungal Contaminant | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 41 | Roof | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 42 | Septic | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 43 | Well | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 44 | Wood-Burning Device/Chimney Certification | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 45 | Other: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

The foregoing expenses for certifications will be paid outside of Escrow unless the Parties present instructions to the contrary prior to COB (along with the applicable invoice). A certification is not a warranty.

E. SELLER'S ADDITIONAL COSTS AND LIMIT OF LIABILITY: Seller agrees to pay a maximum amount of \$ 0 to correct defects and/or requirements disclosed by inspection reports, appraisals, and/or certifications. It is Buyer's responsibility to inspect the Property sufficiently as to satisfy Buyer's use. Buyer reserves the right to request additional repairs, which may exceed the above-stated amount, based upon the Seller's Real Property

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: CHRISTOPHER BURNS

BUYER(S) INITIALS: CB

Property Address: 8816 ALMENA ST.

SELLER(S) INITIALS: MB

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1 Disclosure of items which materially affect value or use of the Property revealed by an inspection, certification or appraisal.
 2 Items of a general maintenance or cosmetic nature which do not materially affect value or use of the Property, which existed at
 3 the time of Acceptance and which are not expressly addressed in this Agreement are deemed accepted by the Buyer, except as
 4 otherwise provided in this section. The Brokers herein have no responsibility to assist in the payment of any repair, correction
 5 or deferred maintenance on the Property which may have been revealed by the above inspections, agreed upon by the Buyer
 6 and Seller or requested by one party.

7
 8 **F. LENDER AND CLOSING FEES:** In addition to Seller's expenses above, Seller will contribute
 9 \$ 7200 to Buyer's Lender's Fees and/or Buyer's Title and Escrow Fees ☒ including -OR- ☐ excluding
 10 costs which Seller must pay pursuant to loan program requirements. Different loan types (e.g., FHA, VA, conventional) have
 11 different appraisal and financing requirements, which will affect the parties' rights and costs under this Agreement.

12
 13 **G. HOME PROTECTION PLAN:** Buyer and Seller acknowledge that they have been made aware of Home
 14 Protection Plans that provide coverage to Buyer after COE. Buyer ☒ waives -OR- ☐ requires a Home Protection Plan with
 15 N/A. ☐ Seller -OR- ☐ Buyer will pay for the Home Protection
 16 Plan at a price not to exceed \$ 0. Buyer will order the Home Protection Plan. Neither Seller nor Brokers make
 17 any representation as to the extent of coverage or deductibles of such plans. ESCROW HOLDER is not responsible for
 18 ordering the Home Protection Plan.

19
 20 **H. TRANSFER OF TITLE:** Upon COE, Buyer shall tender to Seller the agreed upon Purchase Price, and Seller shall
 21 tender to Buyer marketable title to the Property free of all encumbrances other than (1) current real property taxes,
 22 (2) covenants, conditions and restrictions (CC&R's) and related restrictions, (3) zoning or master plan restrictions and public
 23 utility easements; and (4) obligations assumed and encumbrances accepted by Buyer prior to COE. Buyer is advised the
 24 Property may be reassessed after COE which may result in a real property tax increase or decrease.

25
 26 **I. COMMON-INTEREST COMMUNITIES:** If the Property is subject to a Common Interest Community ("CIC"),
 27 Seller or his authorized agent shall request the CIC documents and certificates listed in NRS 116.4109 (collectively, the "resale
 28 package") within two (2) business days of Acceptance and provide the same to Buyer within one (1) business day of Seller's
 29 receipt thereof. Buyer may cancel this Agreement without penalty until midnight of the fifth (5th) calendar day following the
 30 date of receipt of the resale package. If Buyer does not receive the resale package within fifteen (15) calendar days of
 31 Acceptance, this Agreement may be cancelled in full by Buyer without penalty. If Buyer elects to cancel this Agreement
 32 pursuant to this section, he must deliver, via hand delivery or prepaid U.S. mail, a written notice of cancellation to Seller or his
 33 authorized agent identified in the Confirmation of Representation at the end of this Agreement. Upon such written cancellation,
 34 Buyer shall promptly receive a refund of the BMD. The parties agree to execute any documents requested by ESCROW
 35 HOLDER to facilitate the refund. If written cancellation is not received within the specified time period, the resale package
 36 will be deemed approved. Seller shall pay all outstanding CIC fines or penalties at COE.

37
 38 **J. DISCLOSURES:** Within five (5) calendar days of Acceptance of this Agreement, Seller will provide the
 39 following Disclosures and/or documents (each of which is incorporated herein by this reference). Check applicable boxes.

- 40 ☐ Construction Defect Claims Disclosure, if Seller has checked "Yes" to Paragraph 1(d) of the
 41 Seller Real Property Disclosure Form (NRS 40.680)
 42 ☐ Fungal (Mold) Notice Form (not required by Nevada law)
 43 ☐ Lead-Based Paint Disclosure and Acknowledgment, required if constructed before 1978 (24 CFR 745.113)
 44 ☐ Pest Notice Form (not required by Nevada law)
 45 ☐ Promissory Note and the most recent monthly statement of all loans to be assumed by Buyer
 46 ☐ Open Range Disclosure (NRS 113.065)
 47 ☒ Seller Real Property Disclosure Form (NRS 113.130)
 48 ☐ Other (list) SHORT SALE ADDENDUM

49
 50 Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a
 51 particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: CHRISTOPHER BURNS

BUYER(S) INITIALS: [Signature]

Property Address: 9816 ALMENIA ST.

SELLER(S) INITIALS: [Signature]

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11. ADDITIONAL DISCLOSURES:

A. LICENSEE DISCLOSURE OF INTEREST (BUYER): Pursuant to NRS 645.252(1)(a), a real estate licensee must disclose if he/she is a principal in a transaction or has an interest in a principal to the transaction. N/A is a licensed real estate agent in the State(s) of N/A, and has the following interest, direct or indirect, in this transaction: ☐ Principal (Buyer) -OR- ☐ family or firm relationship with Buyer or ownership interest in Buyer (if Buyer is an entity); (specify relationship) N/A

B. In addition, for NEW CONSTRUCTION, to the extent applicable, Seller will provide: Public Offering Statement (NRS 116.4108); Electric Transmission Lines (NRS 119.1835); Public Services and Utilities (NRS 119.183); Initial Purchaser Disclosure (NRS 113); Construction Recovery Fund (NRS 624); Gaming Corridors (NRS 113.070); Water/Sewage (NRS 113.060); Impact Fees (NRS 278B.320); Surrounding Zoning Disclosure (NRS 113.070); FTC Insulation Disclosure (16 CFR 460.16); and Other: N/A

C. AIRPORT NOISE: Buyer hereby acknowledges the proximity of various overflight patterns, airports (municipal, international, military and/or private) and heliports. Buyer also fully understands that existing and future noise levels at this location, associated with existing and future airport operations, may affect the livability, value and suitability of the Property for residential use. Buyer also understands that these airports have been at their present location for many years, and that future demand and airport operations may increase significantly. For further information, contact your local department of aviation or the Federal Aviation Administration.

D. FEDERAL FAIR HOUSING COMPLIANCE AND DISCLOSURES: All properties are offered without regard to race, color, religion, sex, national origin, ancestry, handicap or marital status and any other current requirements of federal or state fair housing law.

12. BUYER'S DUE DILIGENCE:

A. DUE DILIGENCE PERIOD: Buyer shall have 10 calendar days from Acceptance to complete Buyer's Due Diligence. Buyer shall ensure that all inspections and certifications are initiated in a timely manner as to complete the Due Diligence in the time outlined herein. (If utilities are not supplied by the deadline referenced herein or if the disclosures are not delivered to Buyer by the deadline referenced herein, then Buyer's Due Diligence Period will be extended by the same number of calendar days that Seller delayed supplying the utilities or delivering the disclosures, whichever is longer.) During this period Buyer shall have the exclusive right at Buyer's discretion to cancel this Agreement. In the event of such cancellation, unless otherwise agreed herein, the EMD will be refunded to Buyer. If Buyer provides Seller with notice of objections, the Due Diligence Period will be extended by the same number of calendar days that it takes Seller to respond in writing to Buyer's objections. If Buyer fails to cancel this Agreement within the Due Diligence Period (as it may be extended), Buyer will be deemed to have waived the right to cancel under this section.

B. PROPERTY INSPECTION/CONDITION: During the Due Diligence Period, Buyer shall take such action as Buyer deems necessary to determine whether the Property is satisfactory to Buyer including, but not limited to, whether the Property is insurable to Buyer's satisfaction, whether there are unsatisfactory conditions surrounding or otherwise affecting the Property (such as location of flood zones, airport noise, noxious fumes or odors, environmental substances or hazards, whether the Property is properly zoned, locality to freeways, railroads, places of worship, schools, etc.) or any other concerns Buyer may have related to the Property. During such Period, Buyer shall have the right to have non-destructive inspections of all structural, roofing, mechanical, electrical, plumbing, heating/air conditioning, water/well/septic, pools/spa, survey, square footage, and any other property or systems, through licensed and bonded contractors or other qualified professionals. Seller agrees to provide reasonable access to the Property to Buyer and Buyer's inspectors. Buyer agrees to indemnify and hold Seller harmless with respect to any injuries suffered by Buyer or third parties present at Buyer's request while on Seller's Property conducting such inspections, tests or walk-throughs. Buyer's indemnity shall not apply to any injuries suffered by Buyer or third parties present at Buyer's request that are the result of an intentional tort, gross negligence or any misconduct or omission by Seller, Seller's Agent or other third parties on the Property. Buyer is advised to consult with appropriate professionals regarding neighborhood or Property conditions, including but not limited to schools; proximity and adequacy of law enforcement; proximity to commercial, industrial, or agricultural activities; crime statistics; fire protection; other governmental services; existing and proposed transportation construction and development; noise or odor from any sources; and other substances, hazards or circumstances. If Buyer cancels this Agreement due to a specific inspection report, Buyer shall provide Seller at the time of cancellation with a copy of the report containing the name, address, and telephone number of the inspector.

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: CHRISTOPHER BURNS

BUYER(S) INITIALS: CB

Property Address: 9816 ALMENIA ST.

SELLER(S) INITIALS: SW

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(Implied)

1 **C. PRELIMINARY TITLE REPORT:** Within ten (10) business days of Opening of Escrow, Title Company
 2 shall provide Buyer with a Preliminary Title Report ("PTR") to review, which must be approved or rejected within five (5)
 3 business days of receipt thereof. If Buyer does not object to the PTR within the period specified above, the PTR shall be
 4 deemed accepted. If Buyer makes an objection to any item(s) contained within the PTR, Seller shall have five (5) business
 5 days after receipt of objections to correct or address the objections. If, within the time specified, Seller fails to have each such
 6 exception removed or to correct each such other matter as aforesaid, Buyer shall have the option to: (a) terminate this
 7 Agreement by providing notice to Seller and Escrow Officer, entitling Buyer to a refund of the EMD or (b) elect to accept title
 8 to the Property as is. All title exceptions approved or deemed accepted are hereafter collectively referred to as the "Permitted
 9 Exceptions."

10
 11 **13. WALK-THROUGH INSPECTION OF PROPERTY:** Buyer is entitled under this Agreement to a walk-through of
 12 the Property within 2 calendar days prior to COE to ensure the Property and all major systems, appliances,
 13 heating/cooling, plumbing and electrical systems and mechanical fixtures are as stated in Seller's Real Property Disclosure
 14 Statement, and that the Property and Improvements are in the same general condition as when this Agreement was signed by
 15 Seller and Buyer. To facilitate Buyer's walk-through, Seller is responsible for keeping all necessary utilities on. If any
 16 systems cannot be checked by Buyer on walk-through due to non-access or no power/gas/water, then Buyer reserves the right
 17 to hold Seller responsible for defects which could not be detected on walk-through because of lack of such access or
 18 power/gas/water. The purpose of the walk-through is to confirm: (a) the Property is being maintained (b) repairs, if any, have
 19 been completed as agreed, and (c) Seller has complied with Seller's other obligations. If Buyer elects not to conduct a walk-
 20 through inspection prior to COE, then all systems, items and aspects of the Property are deemed satisfactory, and Buyer
 21 releases Seller's liability for costs of any repair that would have reasonably been identified by a walk-through inspection,
 22 except as otherwise provided by law.

23
 24 **14. DELIVERY OF POSSESSION:** Seller shall deliver the Property along with any keys, alarm codes, garage door
 25 opener/controls and, if freely transferable, parking permits and gate transponders outside of Escrow, upon COE. Seller agrees
 26 to vacate the Property and leave the Property in a neat and orderly, broom-clean condition and tender possession no later than
 27 ☒ COE ☐ OR COE. In the event Seller does not vacate the Property by this time, Seller shall be
 28 considered a trespasser and shall be liable to Buyer for the sum of \$ 0 per calendar day in addition to
 29 Buyer's legal and equitable remedies. Any personal property left on the Property after the date indicated in this section shall be
 30 considered abandoned by Seller.

31
 32 **15. RISK OF LOSS:** Risk of loss shall be governed by NRS 113.040. This law provides generally that if all or any
 33 material part of the Property is destroyed before transfer of legal title or possession, Seller cannot enforce the Agreement and
 34 Buyer is entitled to recover any portion of the sale price paid. If legal title or possession has transferred, risk of loss shall shift
 35 to Buyer.

36
 37 **16. ASSIGNMENT OF THIS AGREEMENT:** Unless otherwise stated herein, this Agreement is non-assignable by
 38 Buyer.

39
 40 **17. CANCELLATION OF AGREEMENT:** In the event this Agreement is properly cancelled in accordance with the
 41 terms contained herein, then Buyer will be entitled to a refund of the EMD. Neither Buyer nor Seller will be reimbursed for any
 42 expenses incurred in conjunction with due diligence, inspections, appraisals or any other matters pertaining to this transaction
 43 (unless otherwise provided herein).

44
 45 **18. DEFAULT:**

46
 47 **A. MEDIATION:** Before any legal action is taken to enforce any term or condition under this Agreement, the
 48 parties agree to engage in mediation, a dispute resolution process, through CLVAR. Notwithstanding the foregoing,
 49 in the event the Buyer finds it necessary to file a claim for specific performance, this section shall not apply.

50
 51 **B. IF SELLER DEFAULTS:** If Seller defaults in performance under this Agreement, Buyer reserves all legal
 52 and/or equitable rights (such as specific performance) against Seller, and Buyer may seek to recover Buyer's actual
 53 damages incurred by Buyer due to Seller's default.

54
 55
 56

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: CHRISTOPHER BURNS

BUYER(S) INITIALS: CB

Property Address: 9816 ALMENIA ST.

SELLER(S) INITIALS: [Signature]

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C. IF BUYER DEFAULTS: If Buyer defaults in performance under this Agreement, Seller shall have one of the following legal recourse against Buyer (initial one only):

☒ As Seller's sole legal recourse, Seller may retain, as liquidated damages, the BMD. In this respect, the Parties agree that Seller's actual damages would be difficult to measure and that the BMD is in fact a reasonable estimate of the damages that Seller would suffer as a result of Buyer's default. Seller understands that any additional deposit not considered part of the BMD in Section 1(B) herein will be immediately released by ESCROW HOLDER to Buyer.

-OR-

☐ Seller shall have the right to recover from Buyer all of Seller's actual damages that Seller may suffer as a result of Buyer's default including, but not limited to, commissions due, expenses incurred until the Property is sold to a third party and the difference in the sales price.

Instructions to Escrow

19. ESCROW: If this Agreement or any matter relating hereto shall become the subject of any litigation or controversy, Buyer and Seller agree, jointly and severally, to hold ESCROW HOLDER free and harmless from any loss or expense, except losses or expenses as may arise from ESCROW HOLDER'S negligence or willful misconduct. If conflicting demands are made or motions served upon ESCROW HOLDER with respect to this Agreement, the parties expressly agree that Escrow is entitled to file a suit in interpleader and obtain an order from the Court authorizing ESCROW HOLDER to deposit all such documents and monies with the Court, and obtain an order from the Court requiring the parties to interplead and litigate their several claims and rights among themselves. Upon the entry of an order authorizing such interpleader, ESCROW HOLDER shall be fully released and discharged from any obligations imposed upon it by this Agreement; and ESCROW HOLDER shall not be liable for the sufficiency or correctness as to form, manner, execution or validity of any instrument deposited with it, nor as to the identity, authority or rights of any person executing such instrument, nor for failure of Buyer or Seller to comply with any of the provisions of any agreement, contract or other instrument filed with ESCROW HOLDER or referred to herein. ESCROW HOLDER'S duties hereunder shall be limited to the safekeeping of all monies, instruments or other documents received by it as ESCROW HOLDER, and for their disposition in accordance with the terms of this Agreement. In the event an action is instituted in connection with this escrow, in which ESCROW HOLDER is named as a party or is otherwise compelled to make an appearance, all costs, expenses, attorney fees, and judgments ESCROW HOLDER may expend or incur in said action, shall be the responsibility of the parties hereto.

20. UNCLAIMED FUNDS: In the event that funds from this transaction remain in an account, held by ESCROW HOLDER, for such a period of time that they are deemed "abandoned" under the provisions of Chapter 120A of the Nevada Revised Statutes, ESCROW HOLDER is hereby authorized to impose a charge upon the dormant escrow account. Said charge shall be no less than \$5.00 per month and may not exceed the highest rate of charge permitted by statute or regulation. ESCROW HOLDER is further authorized and directed to deduct the charge from the dormant escrow account for as long as the funds are held by ESCROW HOLDER.

Brokers

21. BROKER FEES: Buyer herein requires, and Seller agrees, as a condition of this Agreement, that Seller will pay Listing Broker and Buyer's Broker, who becomes by this clause a third party beneficiary to this Agreement, that certain sum and/or percentage of the Purchase Price (commission), that Seller, or Seller's Broker, offered for the procurement of ready, willing and able Buyer via the Multiple Listing Service, any other advertisement or written offer. Seller understands and agrees that if Seller defaults hereunder, Buyer's Broker, as a third-party beneficiary of this Agreement, has the right to pursue all legal recourse against Seller for any commission due. In addition to any amount due to Buyer's Broker from Seller or Seller's Broker, Buyer ☐ will **-OR-** will not pay Buyer's Broker additional compensation in an amount determined between the Buyer and Buyer's Broker.

22. WAIVER OF CLAIMS: Buyer and Seller agree that they are not relying upon any representations made by Brokers or Broker's agent. Buyer acknowledges that at COB, the Property will be sold AS-IS, WHERE-IS without any representations or warranties, unless expressly stated herein. Buyer agrees to satisfy himself, as to the condition of the Property, prior to COB. Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: **CHRISTOPHER BURNS**

BUYER(S) INITIALS: **CB**

Property Address: **8816 ALMENIA ST.**

SELLER(S) INITIALS: **[Signature]**

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1 Buyer acknowledges that any statements of acreage or square footage by Brokers are simply estimates, and Buyer agrees to
 2 make such measurements, as Buyer deems necessary, to ascertain actual acreage or square footage. Buyer waives all claims
 3 against Brokers or their agents for: (a) defects in the Property; (b) inaccurate estimates of acreage or square footage; (c)
 4 environmental waste or hazards on the Property; (d) the fact that the Property may be in a flood zone; (e) the Property's
 5 proximity to freeways, airports or other nuisances; (f) the zoning of the Property; (g) (or consequences) of (h) factors related to
 6 Buyer's failure to conduct walk-throughs or inspections. Buyer assumes full responsibility for the foregoing and agrees to
 7 conduct such tests, walk-throughs, inspections and research, as Buyer deems necessary. In any event, Broker's liability is
 8 limited, under any and all circumstances, to the amount of that Broker's commission/fee received in this transaction.

Other Matters

10
 11 23. **DEFINITIONS:** "Acceptance" means the date that both parties have consented to and received a final, binding
 12 contract by affixing their signatures to this Agreement and all counteroffers. "Agent" means a licensee working under a Broker
 13 or licensee working under a developer. "Agreement" includes this document as well as all accepted counteroffers and
 14 addenda. "Days Pide" means goalies. "Buyer" means one or more individuals or the entity that intends to purchase the
 15 Property. "Broker" means the Nevada licensed real estate broker listed herein representing Seller and/or Buyer (and all
 16 estate agents associated therewith). "Business Day" excludes Saturdays, Sundays, and legal holidays. "Calendar Day" means
 17 a calendar day from/to midnight unless otherwise specified. "CER" means the Code of Federal Regulations. "CIC" means
 18 Common Interest Community (formerly known as "HOA" or homeowners associations). "CIC Capital Contribution" means
 19 a one-time non-administrative fee, cost or assessment charged by a CIC upon change of ownership. "CIC Transfer Fees"
 20 means the administrative service fee charged by a CIC to transfer ownership records. "CLUB" means Comprehensive Fees
 21 Underwriting Exchange. "Close of Escrow (COE)" means the time of recordation of the deed in Buyer's name. "Default"
 22 means the failure of a Party to observe or perform any of its material obligations under this Agreement. "Delivered" means
 23 personally delivered to Parties or respective Agents, transmitted by facsimile machine, electronic means, overnight delivery, or
 24 mailed by regular mail. "Down Payment" is the Purchase Price less loan amount(s). "EMD" means Buyer's earnest money
 25 deposit. "Escrow Holder" means the neutral party that will handle the escrow. "FHA" is the U.S. Federal Housing
 26 Administration. "GLVAR" means the Greater Las Vegas Association of REALTORS®. "Good Funds" means an acceptable
 27 form of payment determined by ESCROW HOLDER in accordance with NRS 645A.171. "IRC" means the Internal Revenue
 28 Code (tax code). "LID" means Limited Improvement District. "N/A" means not applicable. "NAC" means Nevada
 29 Administrative Code. "NRS" means Nevada Revised Statutes as Amended. "Party" or "Parties" means Buyer and Seller.
 30 "PITI" means principal, interest, taxes, and hazard insurance. "PMI" means private mortgage insurance. "PST" means
 31 Pacific Standard Time, and includes daylight savings time if in effect on the date specified. "PTIR" means Preliminary Title
 32 Report. "Property" means the real property and any personal property included in the sale as provided herein. "Receipt"
 33 means delivery to the party or the party's agent. "Seller" means one or more individuals or the entity that is the owner of the
 34 Property. "SID" means Special Improvement District. "Title Company" means the company that will provide title insurance.
 35 "USC" is the United States Code. "VA" is the Veterans Administration.

24. SIGNATURES, DELIVERY, AND NOTICES:

37 A. This Agreement may be signed by the parties on more than one copy, which, when taken together, each
 38 signed copy shall be read as one complete form. This Agreement (and documents related to any resulting transaction) may be
 39 signed by the parties manually or digitally. Facsimile signatures may be accepted as original.

41 B. Delivery of all instruments or documents associated with this Agreement shall be delivered to the Agent for
 42 Seller or Buyer if represented.

43 C. Except as otherwise provided in Section 9, when a Party wishes to provide notice as required in this
 44 Agreement, such notice shall be sent regular mail, personal delivery, by facsimile, overnight delivery and/or by email to the
 45 Agent for that Party. The notification shall be effective when postmarked, received, faxed, delivery confirmed, and/or read
 46 receipt confirmed in the case of email. Any cancellation notice shall be contemporaneously faxed to Escrow.

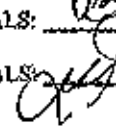
47 25. **IRC 1031 EXCHANGES:** Seller and/or Buyer may make this transaction part of an IRC 1031 exchange. The party
 48 electing to make this transaction part of an IRC 1031 exchange will pay all additional expenses associated therewith, at no cost
 49 to the other party. The other party agrees to execute any and all documents necessary to effectuate such an exchange.

51 Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a
 52 particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: **CHRISTOPHER BURNS**

BUYER(S) INITIALS: 

Property Address: **9816 ALMENIA ST.**

SELLER(S) INITIALS: 

Rev. 12/11

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1 26. **OTHER ESSENTIAL TERMS:** Time is of the essence. No change, modification or amendment of this Agreement
 2 shall be valid or binding unless such change, modification or amendment shall be in writing and signed by each party. This
 3 Agreement will be binding upon the heirs, beneficiaries and devisees of the parties hereto. This Agreement is executed and
 4 intended to be performed in the State of Nevada, and the laws of that state shall govern its interpretation and effect. The parties
 5 agree that the county and state in which the Property is located is the appropriate forum for any action relating to this
 6 Agreement. Should any party hereto retain counsel for the purpose of initiating litigation to enforce or prevent the breach of
 7 any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing
 8 party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorneys fees and costs incurred by
 9 such prevailing party.

10
 11 **THIS IS A LEGALLY BINDING CONTRACT.** All parties are advised to seek independent legal and tax advice to review
 12 the terms of this Agreement.

13
 14 **NO REAL ESTATE BROKER/AGENT MAY SIGN FOR A PARTY TO THIS AGREEMENT UNLESS THE**
 15 **BROKER OR AGENT HAS A PROPERLY EXECUTED POWER OF ATTORNEY TO DO SO.**

16
 17 **THIS FORM HAS BEEN APPROVED BY THE GREATER LAS VEGAS ASSOCIATION OF REALTORS®**
 18 **(GLVAR). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY**
 19 **PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO**
 20 **ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN**
 21 **APPROPRIATE PROFESSIONAL.**

22
 23 This form is available for use by the real estate industry. It is not intended to identify the user as a REALTOR®.
 24 REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL
 25 ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

26
 27 **27. ADDENDUM(S) ATTACHED:** _____

28 _____

29 _____

30 **28. ADDITIONAL TERMS, IN THE EVENT THAT THE SHORT SALE IS NOT APPROVED BY THE BA**
 31 **BUYER'S EARNEST MONEY TO BE REFUNDED IN FULL:**

32 _____

33 _____

34 _____

35 _____

36 _____

37 _____

38 _____

39 _____

Earnest Money Receipt

40
 41 **BUYER'S AGENT ACKNOWLEDGES RECEIPT FROM BUYER HEREIN of the sum of \$** 2000

42 evidenced by ☐ Cash, ☐ Cashier's Check, ☒ Personal Check, or ☐ Other _____

43 payable to TITLE COMPANY Upon Acceptance, Earnest Money to be deposited within ONE (1) business

44 day, with ☒ Escrow Holder, ☐ Buyer's Broker's Trust Account, - OR - ☐ Seller's Broker's Trust Account.

45
 46 Date: 3/7/12 Signed: _____ Buyer's Agent: FRESO AHUMADA

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: CHRISTOPHER BURNS BUYER(S) INITIALS: CB

Property Address: 9816 ALMENIA ST. SELLER(S) INITIALS: [Signature]

Rev. 12/11 ©2011 Greater Las Vegas Association of REALTORS® Page 10 of 11



A NATIONAL MORTGAGE BANKING COMPANY SINCE 1987

Conditional LOAN APPROVAL

03/13/2012

Loan Number: 201002845126

Approval good for 45 days

Buyer(s):

Christopher Burns

Subject property:

TBD

Conditional Loan Approval:

30 Year Fixed FHA 3.5 % Down

Purchase Price up to: \$ 240,000

Loan Amount : \$ 231,600

Prior to Doc conditions:

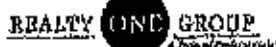
- Title dated within 45 days of closing with sufficient coverage matching ISAOA
- HVCC compliant 1004 with pictures
- H/O Ins-Loss payee with correct ISAOA, good for 60 days from funding
- Approved closing agent
- Fully executed Purchase contract signed by seller and buyer
- Proper Income Documentation supporting income on 1003
- **Cleared-** Proof of source funds to close
- **Cleared-** Credit Score Minimum requirement met

This is not a commitment to lend. All conditions listed above must be met for qualification.

A handwritten signature in black ink, appearing to read "Erik C. Wirtner".

Erik C Wirtner
Branch Manager
VanDyk Mortgage Corp

153 W Lake Mead Pkwy Ste 2250 Henderson NV 89015
Ph: (702) 982-8870 | Fax: (702) 446-8237 | Lic #2660



SHORT SALE ADDENDUM TO PURCHASE AGREEMENT (and Joint Escrow Instructions)



1 In reference to the Purchase Agreement executed by CHRISTOPHER BURNS as Buyer(s) and
2 ABDEL & MONA ASSAHOURI as Seller(s), dated 2/28/12 covering the real property at
3 8818 ALMENIA ST. LAS VEGAS, NV 89120, the ☒ Buyer ☐ Seller hereby proposes that the
4 Purchase Agreement be amended as follows:

5
6 **1. Contingent on Existing Lender Approval.** Buyer and Seller acknowledge that the Purchase
7 Price is less than the amount of Seller's existing loan(s) against the Property due and owing to one or
8 more lender(s) and/or lienholder(s) (collectively, "Lender"). Such a transaction is called a "short sale."
9 Therefore, the Purchase Agreement is contingent upon Seller and/or Seller's Agent obtaining approval
10 from Lender ("Lender Approval") to accept an amount less than what is owed on the Property to release
11 Lender's lien on the Property (subject to parties' approval; see Section 3 below). **SELLER**
12 **UNDERSTANDS AND ACKNOWLEDGES THAT LENDER APPROVAL MAY BE**
13 **CONDITIONED UPON ANY OR ALL OF THE FOLLOWING: (A) MAKING A CASH**
14 **PAYMENT; (B) SIGNING A NEW PROMISSORY NOTE; (C) CONTINUING TO OWE THE**
15 **LENDER THE UNPAID PORTION OF THE LOAN(S); AND (D) OTHER REQUIREMENTS**
16 **MADE BY LENDER.** Seller shall reasonably cooperate with Lender in the short sale process by
17 providing such documentation as may be required by Lender. **BUYER AND SELLER**
18 **UNDERSTAND THAT LENDER APPROVAL MAY TAKE SEVERAL MONTHS TO OBTAIN,**
19 **AND NEITHER THE SELLER, THE ESCROW HOLDER NOR THE BROKERS CAN**
20 **GARANTEE THE TIMELINESS OF LENDER'S REVIEW, APPROVAL OR REJECTION.**
21 Buyer Initials: [Signature] Seller Initials: [Signature]

22
23 **2. Notice of Lender Approval.** Seller agrees to provide Buyer with written notice of Lender
24 Approval within two (2) business days of Seller's receipt of the approval. Seller may use the "Lender
25 Short Sale Approval Addendum" to facilitate this notice. (For clarification, this is not intended to
26 encompass or delay transmission of any subsequent Lender Approval which may be issued to grant an
27 extension at the end of the transaction pursuant to Section 5 herein.)

28
29 **3. No Guarantee of Lender Approval.** Buyer and Seller understand that no Lender is required or
30 obligated to accept a short sale, and that Lender Approval may be revoked at any time prior to COR. In
31 addition, the Parties understand that Lender may require that in exchange for approval some terms of the
32 Purchase Agreement be amended. Neither Buyer nor Seller is obligated to agree to any of Lender's
33 proposed terms; either Party may, in its sole discretion, reject the amended terms required by Lender. In
34 such event, the Purchase Agreement shall be void and the Parties agree to execute cancellation
35 instructions with ESCROW HOLDER and return EMD to Buyer. **NEITHER THE BUYER, THE**
36 **SELLER, THE ESCROW HOLDER NOR THE BROKERS IN THIS TRANSACTION HAVE**
37 **ANY CONTROL OVER LENDER APPROVAL, OR ANY ACT, OMISSION OR DECISION BY**
38 **ANY LENDER IN THE SHORT SALE PROCESS.**

39
40 **4. Time Periods.** Opening escrow and depositing earnest money shall occur as stated in the
41 Purchase Agreement. The time periods specified in the Purchase Agreement for due diligence,
42 disclosures, inspections and other contingencies shall begin (check one):

43 ☒ as stated in the Purchase Agreement;
44 ☐ one (1) calendar day after the Parties' mutual written approval of the Lender Approval; —OR—
45 ☐ Other _____

Buyer Initials: [Signature]

Page 1 of 3

Seller Initials: [Signature]

Short Sale Addendum to Purchase Agreement Rev. 8/10

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Really One Group, Inc. 1010 S. Decatur Blvd. Suite 300 Henderson, NV 89014

Phone (702) 948-7333

Fax (702) 948-4946

11/12

Thomas Fazio

Produced with Zillow by aLopik 10070 Pecos NW Road, Reno, NV 89501 10070PecosNW@gmail.com

5. **Close of Escrow.** Buyer and Seller understand that Lender Approval will include an expiration date by which Close of Escrow ("COE") must occur. A typical Lender Approval is valid for 30 days. The Parties agree to use best efforts to meet the Lender's COE deadline and understand that any extension(s) must be by mutual written agreement and Lender's consent. Buyer understands that Lender may impose additional requirements, such as per diem funds to be paid by Buyer, as additional consideration for any extension(s).

6. **Other Offers.** Buyer and Seller acknowledge that the Seller's Agent is required by the Multiple Listing Service to place the property in "Contingent" status after the Purchase Agreement is executed, while the transaction is subject to Lender Approval. The Parties understand that additional offers may be received by the Seller's Agent, which must be presented to the Seller pursuant to Nevada law. Seller may choose to accept such subsequent offers as back-up offers.

7. **Buyer's Right to Cancel.** Buyer may cancel the Purchase Agreement for any reason and without penalty any time after ☐ 45 ☐ 60 ☒ 90 days from Acceptance if Lender Approval has not been received. Upon Buyer's cancellation, Seller agrees to execute cancellation instructions with ESCROW HOLDER and return EMD to Buyer.

8. **Foreclosure.** Seller warrants that, at the time of the Purchase Agreement, a Notice of Default and Election to Sell ☐ has not -OR- ☐ has (date: _____) been recorded against the Property. (Information regarding the foreclosure status of a property is available from the County Recorder where the Property is located.) The Parties understand that the recording of a Notice of Default begins a statutory foreclosure period, which lasts a minimum of three (3) months and twenty (20) days. At the end of the foreclosure period, the Property typically will be sold at a Trustee's Sale (foreclosure sale) and Seller will lose all rights and interest in the Property. Buyer and Seller understand that if COE does not occur before a foreclosure sale of the Property, the Purchase Agreement shall be void and escrow shall be cancelled. In such event, ESCROW HOLDER is instructed to return EMD to Buyer without any further instruction from the Parties. The Parties agree to forever release and relieve ESCROW HOLDER from any and all responsibility, liability, costs and/or litigation for the return of the EMD under these conditions.

9. **Tax Consequences and Advice.** A SHORT SALE MAY HAVE SERIOUS AND ADVERSE LEGAL, TAX, CREDIT AND ECONOMIC CONSEQUENCES FOR THE SELLER. Seller agrees to seek advice from an attorney, a certified public accountant or other qualified professional regarding the legal effect and meaning of a short sale and any Lender Approval.
Seller Initials: [Signature]

10. **Unfulfilled Contingency.** If the Lender rejects the short sale, Seller will promptly notify Buyer of the rejection and the Purchase Agreement shall be void due to the unfulfilled contingency and escrow shall be cancelled. In such event, ESCROW HOLDER is instructed to return EMD to Buyer without any further instruction from the Parties. The Parties agree to forever release and relieve ESCROW HOLDER from any and all responsibility, liability, costs and/or litigation for the return of the EMD under these conditions.

11. **Other Terms and Conditions:** _____

Buyer Initials: [Signature]

Page 2 of 3

Seller Initials: [Signature]

Short Sale Addendum to Purchase Agreement Rev. 8/10

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1
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9
10 All other terms of the Purchase Agreement, including all prior counteroffers and addenda not modified
11 by this Addendum shall remain the same. To the extent that any terms of this Addendum are in conflict
12 with the Purchase Agreement, this Addendum will control. **WHEN PROPERLY COMPLETED,**
13 **THIS IS A BINDING CONTRACT. IF YOU DO NOT FULLY UNDERSTAND ITS**
14 **CONTENTS, SEEK COMPETENT LEGAL AND TAX COUNSEL BEFORE SIGNING.**

15
16 ☒ Buyer ☐ Seller [Signature] 2/28/12
17 Date
18
19 ☐ Buyer ☐ Seller [Signature] 6:00 pm
20 Time
21
22 Acceptance:
23
24 ☐ Buyer ☒ Seller [Signature] 3/15/12
25 Date
26
27 ☐ Buyer ☒ Seller [Signature] 1:17 PM
28 Time
29
30 Prepared by: ERNESTO AHUMADA 702-328-4128
31 Agent's Name Phone

☒ Buyer Initials: [Signature]

Page 3 of 3

Seller Initials: [Signature]

Show Sale Addendum to Purchase Agreement Rev. 8/10

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A. Settlement Statement (HUD-1)

| | | | | | |
|---|--|--|-------------------------------|--------------------------------|------------------------------------|
| B. Type of Loan | | | | | |
| 1. <input type="checkbox"/> FHA | 2. <input type="checkbox"/> RHB | 3. <input checked="" type="checkbox"/> Conv. Unins. | 6. File Number: 13679NVNQM | 7. Loan Number: | 8. Mortgage Insurance Case Number: |
| 4. <input type="checkbox"/> VA | 5. <input type="checkbox"/> Conv. Ins. | | | | |
| C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.d)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals. (13679NVNQM 12) | | | | | |
| D. Name and Address of Borrower: Christopher Bums 9816 Alameda Street Las Vegas, NV 89178 | | E. Name and Address of Seller: Abdel Assahouri and Mona Assahouri 9816 Alameda Street Las Vegas, NV 89178 | | F. Name and Address of Lender: | |
| G. Property Location: 9816 Alameda Street Las Vegas, NV 89178 Clark County, Nevada | | H. Settlement Agent: The Cooper Castle Law Firm, LLP Place of Settlement: 5275 South Durango Drive Las Vegas, NV 89113 | | I. Settlement Date: | |

| J. Summary of Borrower's Transaction | | K. Summary of Seller's Transaction | |
|--|-----|---|----------------|
| 100. Gross Amount Due from Borrower | | 400. Gross Amount Due to Seller | |
| 101. Contract sales price | | 401. Contract sales price | 240,000.00 |
| 102. Personal property | | 402. Personal property | |
| 103. Settlement charges to borrower (line 1400) | | 403. | |
| 104. | | 404. | |
| 105. | | 405. | |
| Adjustments for items paid by seller in advance | | Adjustments for items paid by seller in advance | |
| 106. City/Town taxes | | 406. City/Town taxes | |
| 107. County taxes | | 407. County taxes | |
| 108. Assessments | | 408. Assessments | |
| 109. Sewer | | 409. Sewer | |
| 110. Trash | | 410. Trash | |
| 111. HOA Assessment | | 411. HOA Assessment | |
| 112. | | 412. | |
| 113. | | 413. | |
| 120. Gross amount due from Borrower | | 420. Gross amount due to Seller | 240,000.00 |
| 200. Amounts Paid by or in Behalf of Borrower | | 500. Reductions in Amount Due to Seller | |
| 201. Deposit or earnest money | | 501. Excess deposit (see instructions) | |
| 202. Principal amount of new loan(s) | | 502. Settlement charges to seller (line 1400) | 22,454.74 |
| 203. Existing loan(s) taken subject to | | 503. Existing loan(s) taken subject to | |
| 204. | | 504. Payoff of first mortgage loan | 207,883.26 |
| 205. | | 505. Payoff of second mortgage loan | |
| 206. Seller Credit towards Buyers Closing Cost | | 506. Seller Credit towards Buyers Closing Cost | 7,200.00 |
| 207. | | 507. Dep. disbursed as proceeds | |
| 208. Seller Credit for Owners Policy | | 508. Seller Credit for Owners Policy | 1,128.00 |
| 209. Seller Credit for Transfer Tax | | 509. Seller Credit for Transfer Tax | 1,224.00 |
| Adjustments for items unpaid by seller | | Adjustments for items unpaid by seller | |
| 210. City/Town taxes | | 510. City/Town taxes | |
| 211. County taxes | | 511. County taxes | |
| 212. Assessments | | 512. Assessments | |
| 213. | | 513. | |
| 214. | | 514. | |
| 215. | | 515. | |
| 216. | | 516. | |
| 217. | | 517. | |
| 218. | | 518. | |
| 219. | | 519. | |
| 220. Total paid by/for Borrower | | 520. Total reduction amount due Seller | 240,000.00 |
| 300. Cash at Settlement from/to Borrower | | 600. Cash at Settlement from/to Seller | |
| 301. Gross amount due from Borrower (Line 120) | | 601. Gross amount due to Seller (Line 420) | 240,000.00 |
| 302. Less amount paid by/for Borrower (Line 220) | () | 602. Less reductions due Seller (Line 520) | (240,000.00) |
| 303. CASH FROM BORROWER | | 603. CASH TO/FROM SELLER | |

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

| L. Settlement Charges | | | |
|---|---------------------------|---|-----------|
| 700. Total Real Estate Broker Fees | \$19,900.00 | | |
| Division of commission (line 700) as follows: | | | |
| 701. \$ 8,400.00 | to Keller Williams Realty | Paid From Borrower's Funds at Settlement | |
| 702. \$ 8,400.00 | to Realty One Group | | |
| 703. Commission paid at settlement | | | 16,600.00 |
| 704. Negotiation Commission to Keller Williams Realty | | | 1,485.00 |
| 800. Items Payable in Connection with Loan | | | |
| 801. Origination charge | (from GFE#1) | | |
| 802. Your credit or charge (points) for the specific interest rate chosen | (from GFE#2) | | |
| 803. Your adjusted origination charges | (from GFE#A) | | |
| 804. Appraisal fee | (from GFE#3) | | |
| 805. Credit report | (from GFE#3) | | |
| 806. Tax service | (from GFE#3) | | |
| 807. Flood certification | (from GFE#3) | | |
| 808. | | | |
| 900. Items Required by Lender to be Paid in Advance | | | |
| 901. Interest from to to @ \$ /day (/days @ %) | (from GFE#10) | | |
| 902. Mortgage insurance premium for month to | (from GFE#9) | | |
| 903. Homeowner's insurance for year to | (from GFE#11) | | |
| 904. | | | |
| 1000. Reserves Deposited with Lender | | | |
| 1001. Initial deposit for your escrow account | (from GFE#8) | | |
| 1002. Homeowner's insurance months @ \$ per month | | | |
| 1003. Mortgage insurance months @ \$ per month | | | |
| 1004. Property taxes months @ \$ per month | | | |
| 1005. months @ \$ per month | | | |
| 1006. months @ \$ per month | | | |
| 1007. months @ \$ per month | | | |
| 1100. Title Charges | | | |
| 1101. Title services and lender's title insurance to The Cooper Castle L. | (from GFE#4) | | |
| 1102. Settlement or closing fee to The Cooper Castle Law Firm, LLP | | | 497.50 |
| 1103. Owner's title insurance to The Cooper Castle Law Firm, LLP | (from GFE#5) | | |
| 1104. Lender's title insurance | | | |
| 1105. Lender's title policy limit | | | |
| 1106. Owner's title policy limit | | | |
| 1107. Agent's portion of the total title insurance premium to Colorado American Title, CI | | | |
| 1108. Underwriter's portion of the total title insurance premium | | | |
| 1109. Document Preparation Fee to The Cooper Castle Law Firm, LLP | | | |
| 1110. Sub Escrow Fee to First American Title Insurance Company | | | |
| 1111. Endorsement Fee to First American Title Insurance Company | | | |
| 1112. Courier/Venue Fee to The Cooper Castle Law Firm, LLP | | | |
| 1113. Notary | | | |
| 1114. Short Sale Processing Fee to The Cooper Castle Law Firm, LLP | | | 585.00 |
| 1200. Government Recording and Transfer Charges | | | |
| 1201. Government recording charges to First American Title Insurance | (from GFE#7) | | |
| 1202. Deed \$ 60.00; Mortgage \$ 75.00; Release \$ | | | |
| 1203. Transfer taxes to First American Title Insurance Company | (from GFE#6) | | |
| 1204. County Transfer Tax Deed \$ 1,224.00; Mortgage \$ | | | |
| 1205. State tax/stamps Deed \$; Mortgage \$ | | | |
| 1300. Additional Settlement Charges | | | |
| 1301. Required services that you can shop for | (from GFE#6) | | |
| 1302. Sewer to Clark County Water Reclamation | | | 229.70 |
| 1303. Trash to Republic Services of Southern NV | | | 107.83 |
| 1304. Real Property Taxes to Clark County Treasurer | | | 728.79 |
| 1305. HOA Capital Contribution to Mountains Edge Master | | | 365.00 |
| 1306. HOA Transfer to Mountains Edge Master | | | 260.00 |
| 1307. Home Warranty | | | |
| 1308. SID / LID to Clark County Treasurer - SID | | | 623.02 |
| 1309. SUB HOA Capital Contribution to Las Colinas HOA | | | 42.00 |
| 1310. SUB HOA Transfer to Las Colinas HOA | | | 600.00 |
| 1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K) | | | 22,454.74 |



COUNTER OFFER

NO. 1ATTENTION: Ernesto Ahumada COMPANY: Realty One Group
(Agent) (Name)The ☒ Offer ☐ Counter Offer made by: ☐ Seller ☒ Buyer Christopher Burns
(Name)to ☒ Buy ☐ Sell the real property commonly known as: 9816 Alameda Street
Las Vegas, NV 89178
dated: February 28, 2012 is not accepted in its present form, but the following Counter Offer is hereby submitted:

1. All items in the purchase contract requesting seller to pay including HOA & CIC fees are submitted to the lien holder to pay. Any fees not paid for by the lien holder will be renegotiated by both parties.
2. Property is sold AS IS and no repairs will be made. Buyer still retains the right and is encouraged to have an inspection.
3. Any items left blank by the buyer are to be deemed waived by the buyer.
4. Close of Escrow to be on or before July 13, 2012.

OTHER TERMS: All other terms to remain the same as original Residential Purchase Agreement plus terms agreed to in Counter Offer(s) No. 1EXPIRATION: ☒ Buyer ☐ Seller must respond by: 5:00 ☐ AM ☒ PM on (month) March, (day) 15, (year) 2012. Unless this Counter Offer is accepted by execution below and delivered to the ☐ Buyer's ☒ Seller's Broker before the above date and time, this Counter Offer shall lapse and be of no further force and effect.Date: 2/13/12☐ Buyer ☒ Seller Abdel Assahouri SignatureTime: 1:17 PM☐ Buyer ☒ Seller Mona Assahouri SignatureThe undersigned ☒ Buyer ☐ Seller hereby:☒ accepts the Counter Offer;☐ accepts the terms of this Counter Offer subject to the attached Counter Offer No. _____; or☐ rejects the Counter Offer.Date: 3/14/12☒ Buyer ☐ Seller Christopher Burns SignatureTime: 9:51 AM☐ Buyer ☐ Seller Signature

Counter Offer Rev. 5/06

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Keller Williams Realty Las Vegas 3090 S Durango Dr Ste 100 Las Vegas, NV 89117
Phone: (702) 212-2222 Fax: (702) 212-2223 Dale Snyder

9816 Alameda

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